SUPREME COURT OF THE UNITED STATES.

No. 156.

THE BARK SPRINGBOK, HER TACKLE, &c., THOMAS MAY ET AL., CLAIMANTS, AND ISAAC CAMPBELL & CO., ET AL., CLAIMANTS OF THE CARGO, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

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UNITED STATES OF AMERICA,
Southern District of New York, ss:

THE UNITED STATES, &c.,
vs.
THE BARQUE SPRINGBOK, &c., and cargo—Thomas May and John E. Oxenbury and repr's of Rich'd May, dec'd, cl'm'ts of vessel; Isaac Campbell & Co. and Thos. Sterling Begbie, cl'm'ts of cargo, appellants.

In prize.
17, 450, 457.

[SEAL.] I, George F. Betts, clerk of the district court of the United States of America for the southern district of New York, do hereby certify that the writings annexed to this certificate are true copies of their respective originals on file and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, this twenty-sixth day of October, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the said United States the eighty-eighth.

GEO. F. BETTS, *Clerk.*

CHARLES EDWARDS,
Proctor and Advocate for Cl'm'ts of Vessel and Cargo, Appellants.

1 United States district court, southern district of New York.

THE UNITED STATES OF AMERICA
against
THE BARK SPRINGBOK, tackle, &c., and cargo.

In prize.

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The libel of information in prize filed herein by E. Delafield Smith, attorney of the United States for the southern district of New York, on behalf of said libellants and of the naval captors in interest, respectfully represents to this honorable court:

First. That the bark or vessel called the Springbok, with the goods, wares, and merchandise laden therein, was captured as lawful prize on or about the third day of February, 1863, on the Atlantic ocean, in latitude 25° 35′ north, longitude 73° 40′ west, making for the harbor of Nassau, by the United States steamer Sonoma, Lieut. Commander T. H. Stevens, United States navy, commanding.

Second. That the bark or vessel called the Springbok, with the goods, wares, and merchandise laden therein, were, at the time of such capture, and are now, rightfully subject to such capture, and were and are lawful prize, and as such should be condemned and forfeited to the use of the libellants.

Third. That the said bark or vessel called the Springbok, with the goods, wares, and merchandise laden therein, have been brought to the port of New York, and are now at said port, and within the jurisdiction of this honorable court.

Fourth. That by reason of the premises, the said bark or vessel called the Springbok, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned and forfeited as lawful prize to the libellants.

That all and singular the premises are and were true, and within the jurisdiction of this honorable court. In attestation whereof, the said attorney exhibits the said vessel's papers, and the documents, &c., found on board, together with the testimony of the witnesses, duly taken *in preparatorio* by the prize commissioners appointed by this honorable court, which are or will be duly filed in the registry of this court.

Wherefore the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this honorable court against the said bark or vessel called the Springbok, and her tackle, apparel, and furniture, and the goods, wares, and merchandise laden therein, in this behalf to be made, and that all persons interested in the said vessel and her cargo may be cited to answer in the premises; and that all due proceedings being had therein, this honorable court may be pleased to decree for the condemnation and forfeiture aforesaid, that the said bark, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, may be condemned as lawful prize to the use of the said United States.

Dated New York, February 12th, 1863.

E. DELAFIELD SMITH,
United States District Attorney.

2 Filed Feb'y 12th, 1863.
Monition returnable March 3, 1863.

3 SOUTHERN DISTRICT OF NEW YORK, *ss:*

[SEAL.] The President of the United States of America to the marshal of the southern district of New York, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of New York on the twelfth day of February, in the year of our Lord one thousand eight hundred and sixty-three, by E. Delafield Smith, esquire, U. S. district attorney, on behalf of the United States of America, against the bark Springbok, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said bark Springbok, her tackle, &c., and cargo, may be cited in general and special to answer the premises, and all proceedings being had, that the said bark, her tackle, &c., and cargo may,

for the causes in the said libel mentioned, be condemned as lawful prize to the United States, you are therefore hereby commanded to attach the said bark, her tackle, &c., and cargo, and to detain the same in your custody until the further order of this court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel, that they be and appear before the said court, to be held in and for the southern district of New York, on the third day of March next, at eleven o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegation in that behalf. And what you shall have done in the premises do you then and there make return thereof, together with this writ.

Witness the honorable Samuel R. Betts, judge of the said court, at the city of New York, in the southern district of New York, this twelfth day of February, in the year of our Lord one thousand eight hundred and sixty-three, and of our independence the eighty-eighth.

GEO. F. BETTS, *Clerk.*
E. DELAFIELD SMITH,
U. S. District Attorney.

4 In obedience to the within monition, I attached the bark Springbok, tackle and cargo, therein described, on the twelfth day of February, 1863, and have given due notice to all persons claiming the same that this court will, on the 3d day of March inst., (if that day should be a day of jurisdiction, if not, on the next day of jurisdiction thereafter,) proceed to the trial and condemnation thereof, should no claim be interposed for the same.

R. MURRAY,
U. S. Marshal.

Dated March 3d, 1863.

Monition ret'ble 3d March, 1863.

E. DELAFIELD SMITH,
U. S. Attorney.

Filed the 3d day of March, 1863.

I hereby depute W. H. Thompson and E. P. Morris, or either, to execute the within process.
Feb. 12, 1863.

ROB'T MURRAY,
U. S. Marshal.

5 United States district court.

THE UNITED STATES
vs.
THE BARQUE SPRINGBOK and her cargo.

To the Hon. Sam'l R. Betts, judge of the U. S. district court, &c., &c.:

The undersigned, one of the U. S. prize commissioners for this district, respectfully reports, that he has this day visited and inspected the above-named barque Springbok, now lying at the Atlantic docks, Brooklyn; that he caused the snow to be removed from her deck; that he found her decks old and in bad order; that he likewise opened one of the hatches of the said vessel and found her full nearly up to the ceiling, and that he could not therefore examine the condition of her cargo beyond what was in sight; that the cargo immediately under the hatch was wet; that chests of tea on the top were covered with canvas, and the canvas was wet through; that the ship-keeper stated that the "top sides" of the vessel were open, and the water finding its way through; that under the deck, as far as he could reach with his arm, he found the ceiling wet; and he has no doubt the facts set forth in the affidavit of F. B. Thurber, hereto annexed, are substantially true, and he therefore advises a discharge of the cargo of the said vessel into a warehouse for its proper protection; that after such examination he re-sealed her hatch.

6 All of which is respectfully submitted.

New York, Feb'y 26, 1863.

HENRY H. ELLIOTT,
U. S. Prize Co'r.

U. S. district court.

THE UNITED STATES
vs.
THE BARQUE SPRINGBOK, her tackle, &c., and cargo.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

F. B. Thurber, being duly sworn, says: I am clerk for T. M. Wheeler & Co., in whose charge the marshal placed the bark Springbok. I am acquainted with the condition of the Springbok, having been on board of her and examined her. She is leaking, and her cargo is being damaged by reason thereof. The deck is leaky, and the cargo is constantly depreciating and deteriorating by being wet from the snow and rain leaking through the deck; and, in my opinion, the cargo should be unladen and stored forthwith, to prevent any further damage to it by reason thereof.

F. B. THURBER.

Sworn to before me February 23, 1863.

H. H. RICE,
Notary Public, N. Y. City.

Endorsed: Affidavit as to condition of vessel and cargo.

7 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Thursday, the 26th day of February, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE BARK SPRINGBOK, her tackle, &c., and cargo.

On reading and filing the report of Henry H. Elliott, esq., U. S. prize commissioner, and the affidavit of F. B. Thurber, as to the condition of the above-named vessel and cargo, and on motion of E. Delafield Smith, United States district attorney, it is ordered, that the cargo of the bark Springbok be unladen by the marshal, under the superintendence of the prize commissioners, and that the same be stored in some suitable warehouse to be selected for that purpose, there to abide the decree or further order of the court.

That at the time of such discharge the said marshal take a full and accurate inventory of the said cargo, specifying each package thereof, and file the same with all convenient speed with the clerk of this court.

SAM'L R. BETTS.

8 Order to discharge and store cargo; prize com'r report, &c.
E. DELAFIELD SMITH,
U. S. Dist. Att'y, Proctor for Libell'ts.

Filed the twenty-sixth day of February, 1863.

9 U. S. district court, S. D. of New York.

THE UNITED STATES, &c.,
vs.
THE BARQUE SPRINGBOK, &c., and her cargo.

SIR: You will please take notice that I am retained and hereby appear as proctor for Samuel Isaac, Saul Isaac, and Thomas Sterling Begbie, owners and claimants of the cargo of the barque Springbok in the above-entitled cause.

Dated New York, March 16, 1863.

Yours, &c.,
ALEX'R KURSHEEDT,
Proctor for Claimants, 140 *Broadway, N. Y.*

To E. DELAFIELD SMITH, Esq.,
U. S. Dist. Att'y, and
GEO. F. BETTS, Esq., *Clerk.*

Endorsed: 17, 450. U. S. district court, S. D. of New York. The United States, &c., *vs.* The barque Springbok and her cargo. Notice of appearance for cargo.

ALEX'R KURSHEEDT,
Proctor Cl'm'ts.

Filed March 16th, 1863.

To George F. Betts, Esq., *Clerk.*

10 District court of the United States for the southern district of New York.

Filed the 25th day of March, 1863.

Stipulation entered into pursuant to the rules and practice of this court.

Whereas a libel was filed in this court on the 12th day of February, in the year of our Lord one thousand eight hundred and sixty-three, by E. Delafield Smith, U. S. dist. att'y, on behalf of the United States, against the bark Springbok, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said bark, her tackle, &c., and cargo may be condemned and forfeited as lawful prize to said libellants, and the parties hereto hereby consenting that, in case of default or contumacy on the part of the claimants of cargo or their sureties, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands; and whereas, also, a claim has been filed in said cause by Saul Isaac, Samuel Isaac, and Thomas Sterling Begbie, for the cargo of said bark: Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is, hereby bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

SAUL ISAAC,
SAM'L ISAAC, and
THOMAS STERLING BEGBIE,
By ALEX'R KURSHEEDT,
Their Agent.

WM. VEUVILL.

Taken and acknowledged this 25th day of March, 1863, before me.

JOHN A. OSBORN,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

William Veuvill, party to the above stipulation, being duly sworn, doth depose and say, that he resides in the southern district of New

York; that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

WM. VEUVILL.

Sworn to this 25th day of March, 1863, before me.

JOHN A. OSBORN,
U. S. Commissioner.

Recorded the 25th day of March, 1863.

G. F. BETTS, *Clerk.*

11 District court of the United States for the southern district of New York.

In the matter of the barque Springbok and her cargo.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Foster Willis, being duly sworn, deposes and says: That he is acting master in the U. S. navy, attached to the U. S. gunboat Sonoma, Commander T. H. Stevens; that deponent arrived in the port on the evening of the 11th inst., in charge as prize master of the above-named barque Springbok, which was captured on the morning of the third instant, about seven o'clock, by the above-named U. S. gunboat Sonoma, in latitude 25° 35′ north, longitude 73° 40′ west; that after the said capture deponent was placed in charge of said prize by Commander Stevens, and ordered to proceed to this port therewith; that the papers found in the said prize were placed in charge of deponent by Commander Stevens, and are now handed to the commissioner, and are attached hereto, and numbered by him as follows:

Miscellaneous papers, bills lading, letters, invoices, &c., numbered 1 *to* 14, *inclusive.*

Charter-party, No. 15.
Manifest, marked A.
Certificate and three clearances, marked B, C, D, and E.
Victualling bill, marked F.
12 Register, G.
Crew list, (extract,) H.
Log-book, I.
2 cargo books J. and K.

That deponent has delivered to the prize commissioners each and every document, paper, and writing received by him, relating to the aforesaid captured property, in the same state and condition in which he received them, without any "fraud, subduction, or embezzlement," and without any additions or alterations whatever; and he does not know, nor does he believe, that any of the documents, papers, and writings so received are missing or wanting.

The deponent further says, that if at any time hereafter, and before the final condemnation or acquittal of the said captured property,

any further or other papers relating thereto shall be found or discovered to his knowledge, they shall be delivered up, or information thereof given to the prize commissioners of this district or to this court.

J. FOSTER WILLIS,
Acting Master U. S. Navy.

Subscribed and sworn to this 12th day of Feb'y, 1863.
HENRY H. ELLIOTT,
U. S. Prize Com'r.

13 District court of the United States for the southern district of New York.

Deposition of James May, captain, a witness produced, sworn, and examined *in preparatorio*, on the 14th day of Feb'y, in the year eighteen hundred and sixty-three, at the office of the U. S. prize commissioners, 39 Chambers st., on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district att'y, in behalf of the captors of a certain ship or vessel called the Springbok.

1. To the 1st interrogatory he says: I was born in Cornwall, Falmouth. I now live there. I have lived there all my life. I am not married. I am a subject of Great Britain, and owe allegiance to that government.

2. To the 2d interrogatory he says: I was present at the capture.

3. To the 3d interrogatory he says: The capture was made on the 3d day of February, 1863, in lat. 25, 35, long. 73, 40, and the
14 prize was taken to the port of New York. The vessel had no letters or commission authorizing her to take prizes that I am aware of. I do not know on what pretence the capture was made.

4. To the 4th interrogatory he says: The captured vessel sailed under English colors. She had no other national colors on board.

5. To the 5th interrogatory he says: No resistance was made at the time of the capture. There was one gun fired by the capturing vessel. The vessel was captured by the Sonoma, a U. S. gunboat. I saw no other ship in sight at the time of the capture. The vessel captured was a merchantman. The capturing vessel was a United States gunboat. I don't know the force.

6. To the 6th interrogatory he says: I do not know that the vessel seized has been condemned.

7. To the 7th interrogatory he says: The name of the vessel captured was the Springbok, and commanded by James May, the deponent, who was appointed by her owners in London. I do not know how long I have known the vessel, but I took command of her about the latter part of November, 1862, by authority of the owners.

15 8. To the 8th interrogatory he says: The new measurement

is one hundred and eighty-eight tons. There were nine of the vessel's company when seized, and all on board. They were citizens of various countries. They all came on board at the same port and at about the same time—about the 1st of December, in London. I shipped or hired them at about the same time in London.

9. To the 9th interrogatory he says: I belonged to her as master at the time of her seizure. I had no personal interest in the vessel or cargo when she was captured, nor had any of the ship's company, to my knowledge.

10. To the 10th interrogatory he says: I do not recollect how long I have known the vessel. I first saw the vessel in London about a year and one-half ago. She carried no guns. Had nine men on board of her before she was captured. She was English-built. She is called the Springbok, and has always had that name, I believe.

11. To the 11th interrogatory he says: The vessel was bound to Nassau, New Providence, when seized. The voyage began at London, and would have ended at some port in the United Kingdom. She carried general merchandise as cargo at the time of first setting out, and had the same on board when taken. The cargo was put
16 on board about the last of November, 1862. I am not aware that she had any goods contraband of war on board.

12. To the 12th interrogatory he says: She had her regular vessel's papers, and no other passport or sea-brief. On her present voyage she made the port of Falmouth, England, on her way out. On her previous voyage she went from London to Kingston, Jamaica, and returned direct. Her last voyage began at London, and would have ended at some port in the United Kingdom. I know of no cargo except general merchandise that the vessel has carried, which cargo, on the previous voyage, was landed at Kingston, and on her return to London carried, principally, logwood. Her last clearing port was London, from where she sailed in the early part of December, 1862. I do not remember the date.

13. To the 13th interrogatory he says: The vessel carried, at the time she set sail on her last voyage, a cargo of general merchandise, which was on board at the time she was captured, and which was put on board about in the month of November, 1862.

14. To the 14th interrogatory he says: The vessel was owned by May & Co. I do not know the name of the owners of the cargo. I know the owners of the vessel by the ship's papers and by the fact that Mr. May, of the firm of May & Co., is my father. The
17 owners are English, and all reside with their families in Falmouth, where they have resided all their lifetime. They are subjects of Great Britain.

15. To the 15th interrogatory he says: I know of no bill of sale given to the owners of the vessel at any time.

16. To the 16th interrogatory he says: Her lading was first put on board of her in London, about November, 1862; the ship was consigned to B. W. Hart & Co., at Nassau, and the cargo to order of charterers, endorsed on bills lading. I do not know what countrymen B. W. Hart & Co. are. I do not know where they resided be-

fore. The goods were to be delivered at Nassau for account and risk of Begbie & Co., London, the charterers. I do not know that the laders or consignees have any interest in the goods. I know nothing of the qualities, quantities, or particulars of the goods, or to whom they would belong, if restored and delivered at the destined port.

17. To the 17th interrogatory he says: There were three sets of either three or four bills lading for the goods on board the vessel; there were no false bills lading, nor any signed other than those on board when she was taken.

18. To the 18th interrogatory he says: There was only the ship's register on board to prove the ownership of the vessel, and no papers showing the ownership of the cargo.

19. To the 19th interrogatory, he says: The vessel was captured in lat. 25° 35′, long. 73° 40′, Feb'y 3d, 1863, at 7 o'clock a.
18 m., not near any port or place. The charter-party for the voyage was signed and executed by Begbie & Co., about November, 1862, in London.

20. To the 20th interrogatory he says: The only papers relating to the vessel and cargo, at the time of her departure from her last clearing port, were those taken by the commander of the gunboat which captured her. None were in any way destroyed or attempted to be concealed.

21. To the 21st interrogatory he says: I knew that the United States were at war, and that the southern ports were blockaded.

22. To the 22d interrogatory he says: I was near no port, and have no information in reply to this question.

23. To the 23d interrogatory he says: The register of the vessel was taken and retained by Capt. Stevens, commander of the gunboat at the time of the capture.

24. To the 24th interrogatory he says: As no attempt was made, or any intent to run into a blockaded port, I know nothing in reply to this interrogatory.

25. To the 25th interrogatory he says: The vessel captured has never before been taken or seized as a prize.

26. To the 26th interrogatory he says: I have sustained no loss except that of my time, and such as may be occasioned by the interference with my business and voyage, for which I have received no indemnity.

27. To the 27th interrogatory he says: I know that the vessel was insured for this voyage in London, but I know no particulars.
19 28. To the 28th interrogatory he says: I know nothing in reference to this question.

29. To the 29th interrogatory he says: I know nothing in reference to this question.

30. To the 30th interrogatory he says: The cargo was principally received from the wharf, but a small portion was put on board by lighters.

31. To the 31st interrogatory he says: I believe that invoices and duplicate bills lading were to be sent to Nassau by mail steamer, but I know nothing further of any papers.

32. To the 32d interrogatory he says: No papers were ever delivered out of the vessel except those taken by the captors.

33. To the 33d interrogatory he says: Bulk was not broken during the voyage, or after the capture, up to the time I was taken off.

34. To the 34th interrogatory he says: There were no passengers and no persons on board owing allegiance to the government of the United States that I am aware of.

35. To the 35th interrogatory he says: There were no passports or sea-briefs on board the vessel at her capture, other than the usual register and ship's papers, which were entirely true and fair. I have written nothing concerning the vessel and her cargo.

36. To the 36th interrogatory he says: The vessel, at the time of her capture, was steering to sight Harbor island, on the way to Nassau, and her course was not altered, and was at all times directed to the place to which her ship's papers claim she was destined, and
20 was about 200 miles from Nassau.

37. To the 37th interrogatory he says: I do not know anything of any transfer of the vessel, and believe that, if restored, she would still belong to her present owners, May & Co., Falmouth.

38. To the 38th interrogatory he says: The vessel was not armed, nor were any arms or ammunition, or pieces or parts of arms, on board, except personal weapons, to my knowledge.

39. To the 39th interrogatory he says: I know nothing further of the vessel or cargo than that it was destined to and for Nassau to deliver her cargo and return to the United Kingdom.

40. To the 40th interrogatory he says: The vessel, to the best of my belief, never sailed under the convoy of an armed vessel. I had no instructions with reference to resisting or avoiding capture.

41. To the 41st interrogatory he says: The vessel never attempted to enter a blockaded port, to my knowledge.

42. To the 42d interrogatory he says: The vessel never, on any voyage, to my knowledge, carried any commission or authority to make prizes.

43. To the 43d interrogatory he says: The vessel captured never sailed or acted in company with any other vessel or vessels in cruising against any vessels, persons, or property of citizens of the United States.

JAMES MAY.

Subscribed and sworn to this 14th day of February, 1863.

HENRY H. ELLIOTT,
U. S. Prize Com'r.

21 UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Henry H. Elliott, one of the prize commissioners appointed by the district court of the United States for the southern district of New York, in and for the said district, do hereby certify that the foregoing deposition of James May, a witness produced on behalf of the captors, was taken by and under my direction at the time and

place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that before such examination was commenced, the oath, directed by the 17th prize rule, was by me duly administered to the witness, and he was thereupon afterwards examined separate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was, by me or under my direction, reduced to writing, and the same having been by me carefully read to him, was by him subscribed, in my presence, at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal at the city of New York, this 14th day of February, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.]

HENRY H. ELLIOTT,
U. S. Prize Com'r.

22 District court of the United States for the southern district of New York.

Deposition of Alexander C. T. L. Hertel, (mate,) a witness produced, sworn, and examined *in preparatorio*, on the fourteenth day of February, in the year eighteen hundred and sixty-three, at the office of E. H. Owen, U. S. prize commissioner, at 72 Wall street, N. Y. city, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney for the said district, in behalf of the captors of a certain ship or vessel called the Springbok and her cargo.

1. To the 1st interrogatory he says: I was born in Prussia. I now live in London, and have lived there for the past ten years. I am unmarried. I have been naturalized in England, and am a British subject, and owe allegiance to the British government.

2. To the 2d interrogatory he says: I was present at the capture of the vessel and cargo concerning which I am now examined.

3. To the 3d interrogatory he says: The capture was made about seven o'clock in the morning, on February third, 1863, about one hundred and fifty miles to the eastward of Nassau, N. P. The vessel and cargo and the vessel's company were brought into the port
23 of New York. She had no commission authorizing her to make prizes. The seizure was made on the supposition that the cargo was contraband of war.

4. To the 4th interrogatory he says: The vessel was sailing under the English flag, and had no other colors on board except Maryatt's code of signals, and a flag with the ship's name on.

5. To the 5th interrogatory he says: No resistance was made to the capture. Only one gun was fired, which was fired by the capturing vessel, and was to bring us to. The U. S. gunboat Sonoma made the seizure. I do not know her force. No other vessels were in

sight at the time. The vessel captured was a merchantman, and was owned by Capt. Thomas May, of England.

6. To the 6th interrogatory he says: I do not know what authority or commission the Sonoma had to act in our seizure. I do not know whether or not the vessel captured has been condemned.

7. To the 7th interrogatory he says: The name of the vessel taken was the Springbok. She is a barque; the name of her captain was James May. His father, Thomas May, the owner of the vessel, appointed him to the command in November, 1862, at London. He took possession at that place. I have known the vessel since last May, and the captain since last November. He took possession in November, at London; Thomas May delivering the same to him. He lives at Cornwall, England, with his father, and is unmarried. He is a British subject. I cannot answer the remainder of this interrogatory.

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8. To the 8th interrogatory he says: The barque Springbok is of one hundred and eighty-eight tons register, English measurement. Her entire company were on board at the time of capture, and consisted of nine men, officers and crew, all told. To the best of my belief they were all British subjects. They all, except myself, came on board at London in the early part of December last, being hired by the captain. I joined the ship as mate, at London, on the seventh of May, 1862, being hired by Richard May, who was then captain.

9. To the 9th interrogatory he says: I belonged to the barque at the time of capture, in the capacity of first mate. I had no part, share nor interest of any kind in the vessel or her cargo.

10. To the 10th interrogatory he says: I first saw the barque Springbok in Algoa bay, on the southern coast of Africa, about three or four years ago. I never saw her since until I joined her as already stated, at London, in May last. She has carried no guns since I have belonged to her. She is an English-built vessel. She has always been called the Springbok, and I have never heard of her being called by any other name.

25

11. To the 11th interrogatory he says: The voyage wherein the vessel was captured began at London on the 9th of December, 1862, and was to have ended at any port in the United Kingdom of England and Ireland, or any port on the continent of Europe between Brest and the river Elbe. This was the way the shipping articles read. When we left London we stopped at Falmouth, and from that port we proceeded direct on our voyage to Nassau. I do not know where we intended to go after leaving Nassau. We intended to discharge our cargo at that place. The same cargo that was on board when we began the voyage was on board at the time of capture. It was a general cargo, and was made up of a quantity of casks, bales, boxes, and bags. I do not know the numbers of each or any of them. I have no knowledge, information, or belief as to what was contained in the boxes, bales, bags, &c.; I never heard. I took them all on board and gave receipts for them. I cannot state what particular sort of lading or goods was on board at the time of

capture. It was put on board in the months of November and December, 1862. There were on board no goods contraband of war or prohibited by law, to the best of my knowledge, information, and belief.

12. To the 12th interrogatory he says: There was no passport or sea-brief on board that I know of. The last voyage of the vessel made previous to the one on which she was captured was
26 from London to Jamaica and back, with a general cargo out, and a general cargo home again. There were no arms or munitions of war or soldiers' accoutrements on board at that time, to the best of my knowledge, information, and belief. The voyage wherein the vessel was captured, and the voyage previous to that, are the only voyages that the vessel has made that I know anything about. I was on board during each voyage. London was the last clearing port before capture.

13. To the 13th interrogatory he says: To the best of my information and belief there were about six hundred cases of tin, about two hundred bags of what I was informed was coffee, about three hundred boxes of tea; there were also some casks and cases and bales on board, but I have no knowledge or belief as to what they contained, nor the numbers thereof. I cannot any more fully set forth the different species of the lading, nor the quantities of each sort.

14. To the 14th interrogatory he says: I have already stated that the vessel was owned by Captain Thomas May, living in Cornwall, England. He is of English birth, and lives at that place with his wife and family. He is a British subject. I know he was owner because he acted as such. I have no knowledge, information, or belief as to who were the owners of the cargo.

15. To the 15th interrogatory he says: I have no knowledge, information, or belief as to the matters herein inquired of.

16. To the 16th interrogatory he says: The cargo was shipped by Sperger and Heywood, of London, consigned to J. W. Hart, of Nassau. I do not know what interest the laders or consignees had
27 in the cargo. It was to have been delivered at Nassau, but I cannot say for whose real account, risk, or benefit. I have already answered the remainder of this interrogatory as fully as I am able, to the best of my knowledge, information, and belief.

17. To the 17th interrogatory he says: I do not know how many bills of lading there were for the goods found on board of the vessel. They were signed by the captain. I never saw any of them, and am unable to answer the remainder of this interrogatory.

18. To the 18th interrogatory he says: I have not in my possession any papers or writings of the kind inquired of in this interrogatory. I do not know what papers were on board showing any person's interest in the vessel or cargo. I cannot answer this interrogatory any further.

19. To the 19th interrogatory he says: The vessel was captured in latitude 25° 35′ north, and longitude about 73° 30′ west, out of sight of land. There was a charter-party for the voyage, but I do not know by whom it was signed or executed. I cannot set forth

its contents, but it was delivered up to the captors with the other papers. I have already answered the remainder of this interrogatory.

20. To the 20th interrogatory he says: When we left London there were on board the bills of lading, the letter to the consignee, the manifest of the cargo, the shipping articles, the custom-house clearance, the ship's register, log-book, cargo books, and a copy of the charter-party. This is all I remember. No papers were burnt, torn, thrown overboard, destroyed, cancelled, or attempted to be concealed. They were all delivered up to the captors.

28 21. To the 21st interrogatory he says: I knew of the war between the U. S. government and the southern States, and knew that the southern coast was blockaded by the U. S. government. I have known this from the time the war broke out. I learned it from the papers. The captain had the same knowledge that I had.

22. To the 22d interrogatory he says: I believe the southern coast was under an order of blockade at the time of the capture, but the vessel did not attempt to enter any such port. No warning or notice of any blockade had been given to or received by the captain of the barque, and none had been endorsed upon the barque's papers, to the best of my belief.

23. To the 23d interrogatory he says: The register was never shown to any U. S. officer before capture.

24. To the 24th interrogatory he says: The barque never attempted to run any blockade of the southern coast.

25. To the 25th interrogatory he says: This vessel has never before been seized as a prize, to my knowledge.

26. To the 26th interrogatory he says: I have sustained no loss by the capture of this vessel, to my knowledge.

27. To the 27th interrogatory he says: I believe the vessel is insured for the voyage on which she was captured. I don't know the amount of the premium, nor by what persons or company it was insured. I don't know whether or not the cargo was insured.

29 28. To the 28th interrogatory he says: I have no knowledge or belief concerning the matters herein inquired of.

29. To the 29th interrogatory he says: I am unable to state the growth, produce and manufacture of the cargo on board the vessel.

30. To the 30th interrogatory he says: Part of the cargo was put on board from the wharf and part from lighters. I don't know the names of the lighters or their owners. It was put on board in November and December, 1862.

31. To the 31st interrogatory he says: I am unable to answer this interrogatory. I have no knowledge or belief concering the matters herein inquired of.

32. To the 32d interrogatory he says: Our ship's papers were delivered by Capt. May to Capt. Stevens, of the Sonoma, at the time of capture. I don't know where they now are.

33. To the 33d interrogatory he says: Bulk was not broken before capture. I don't know what has been done since.

34. To the 34th interrogatory he says: No passengers were on board our vessel. No one was hid or concealed on board. No citizens of the southern States were on board.

35. To the 35th interrogatory he says: I have not written or signed any papers relating to the vessel or cargo. I have no knowledge concerning the matters herein inquired of. All the papers found on board are true and fair, to the best of my knowledge and belief.

30 36. To the 36th interrogatory he says: The said vessel was steering on a course due west at the time of our first seeing the Sonoma. Our course was not altered upon the appearance of that vessel, but we continued the same until the time of capture. Our course was at all times, when the weather permitted, directed to Nassau. We were not sailing wide of or beyond that place. We were about one hundred and fifty miles therefrom. Our course was not altered at any time. We first saw the Sonoma about daylight on the day of capture. I did not then see her, and don't know how she was standing, but when I first saw her she was on a course directly towards us. We were captured some two hours afterwards.

37. To the 37th interrogatory he says: I have no knowledge concerning any sale of the vessel.

38. To the 38th interrogatory he says: No guns were mounted on the said vessel. One musket and two revolvers belonged to the captain. None whatever belonged to the vessel. I don't know whether or not the articles, or any of them particularly enumerated in this interrogatory, were on board our vessel. I have no knowledge or belief on the subject.

39. To the 39th interrogatory he says: I have stated all that I know and believe, to the best of my knowledge and belief, regarding the real and true property and destination of the said vessel and her cargo at the time of the capture.

40. To the 40th interrogatory he says: The said vessel never sailed under any convoy, to my knowledge.

31 41. To the 41st interrogatory he says: The said vessel never, to my knowledge, sailed to or attempted to enter any blockaded port.

42. To the 42d interrogatory he says: The said vessel never, to my knowledge, sailed carrying any license as a privateer or letter of marque, or other authority to cruise against citizens and property of citizens of the United States.

43. To the 43d interrogatory he says: She never sailed or acted in company or concert with any armed vessel or vessels, to my knowledge or belief.

ALEX. C. T. L. HERTEL.

32 UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States for the southern district of New York, in and for the said district, do hereby certify that the

foregoing deposition of Alexander C. T. L. Hertel, a witness produced on behalf of the captors, was taken by and under my direction, at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that, before such examination was commenced, the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined separate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me, or under my direction, reduced to writing, and the same having been by me carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at the city of New York, this fourteenth day of February, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.]

EDWARD H. OWEN,
U. S. Prize Com'r.

33 District court of the United States for the southern district of New York.

Deposition of Patrick Kerns, boatswain, a witness produced, sworn, and examined, *in preparatorio*, on the fourteenth day of February, in the year eighteen hundred and sixty-three, at the office of E. H. Owen, U. S. prize commissioner, No. 72 Wall street, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced, for the purpose of such examination, by E. Delafield Smith, esq., U. S. dist. attorney, in behalf of the captors of a certain ship or vessel called the "Springbok" and her cargo.

1. To the 1st interrogatory he says: I was born in Ireland; I am twenty-four years old; I am not married; I live in London; I owe allegiance to the Queen of Great Britain, and am not a citizen of the United States.

2. To the 2d interrogatory he says: I was present at the capture of the above-named vessel & cargo.

3. To the 3d interrogatory he says: The seizure was made on the 3d February, 1863, but I can't state the latitude or longitude. I understood that the seizure was made because the bills of
34 lading did not show what was in some of the cases on board. The vessel had no commission to make prizes that I am aware of.

4. To the 4th interrogatory he says: The vessel sailed under English colors; she had no other colors on board.

5. To the 5th interrogatory he says: No resistance was made; one gun was fired by capturing vessel. There were no other vessels in sight at the time. The vessel captured was a merchantman. I don't know exactly, but I believe the vessel was owned by the captain's father. The capturing vessel was a United States gunboat.

6. To the 6th interrogatory he says: The capturing vessel, the Sonoma, was a United States gunboat. I don't know what authority she had for making the capture.

7. To the 7th interrogatory he says: I have already stated the name of the vessel captured. Her master's name was James May. I don't know who appointed him master. I have known him only about two months, and I have known the vessel about the same time. I don't know whether the master is married or not. I believe he lives at Falmouth, England. He is an Englishman.

8. To the 8th interrogatory he says: The vessel is 188 register; she is a barque; the ship's company was nine, officers and crew, all told, and all were on board at the time of the capture. The best
35 part of them were English. There were no Americans among them. They all came aboard at London at the time I did, which was some time in December last. They were shipped and hired by the captain.

9. To the 9th interrogatory he says: I belonged to the company; I was boatswain; I had no interest in either the vessel or cargo; I am not aware that any of the officers or crew had any interest in the vessel or cargo.

10. To the 10th interrogatory he says: I first saw the vessel at Kingston, Jamaica, about four months ago. She is an English built vessel, and has always been known by her present name, as far as I know or believe.

11. To the 11th interrogatory he says: The vessel was bound to Nassau on the voyage wherein she was taken. That voyage began at London, and was to have ended in any port of the United Kingdom, or between Elbe and Brest on the continent. The vessel had on board, on setting out from London, a general cargo, all of which was aboard when captured. It was in bales and cases, and bags; I don't know their contents, and never heard. I saw part of the cargo taken aboard, but I did not assist in that work. It was put aboard in December, 1862. I don't know that she had on board any goods contraband of war or otherwise prohibited by law.

36 12. To the 12th interrogatory he says: I know nothing about her papers. Her last voyage, before this, was from Kingston to Jamaica. I joined her at Kingston and went in her to London. She carried from Kingston logwood chiefly. I don't know what she had brought to Kingston. The last clearing port was Falmouth. She took on no cargo there.

13. To the 13th interrogatory he says: I have already answered this question as fully as I am able.

14. To the 14th interrogatory he says: I don't know who owned the cargo. I have already answered the remainder of this question as fully as I can.

15. To the 15th interrogatory he says: I have no knowledge or information of the matters herein inquired of.

16. To the 16th interrogatory he says: I cannot answer this interrogatory. I have already stated all I know or believe upon the subject.

17. To the 17th interrogatory he says: I have no knowledge or information about any bills of lading, and cannot answer further.

18. To the 18th interrogatory he says: I have not and had not any papers or writings of the kind inquired of or otherwise, and cannot answer further.

19. To the 19th interrogatory he says: I can't tell where we were taken. I cannot answer this interrogatory further. I have no knowledge or information upon the subject inquired of.

37 20. To the 20th interrogatory he says: I don't know, and did not hear, and do not believe that any papers were burnt, torn, thrown overboard, destroyed, or cancelled, or attempted to be concealed after the vessel left Falmouth, or at any time.

21. To the 21st interrogatory he says: I knew, and I suppose the captain knew, that the ports of the United States south of the Chesapeake were blockaded, and that the southern States were at war with the United States.

22. To the 22d interrogatory he says: No notice or warning had been given of such blockade to my knowledge or belief.

23. To the 23d interrogatory he says: I can't answer this interrogatory. I have no knowledge or information upon the subject.

24. To the 24th interrogatory he says: I have not heard nor do I know that the vessel had ever run the blockade, or that she ever attempted to do so.

25. To the 25th interrogatory he says: The vessel has never been seized before that I am aware of.

26. To the 26th interrogatory he says: I have not sustained any loss by the seizure.

27. To the 27th interrogatory he says: I don't know of any insurance on the vessel or cargo.

28. To the 28th interrogatory he says: I don't know to whom the cargo would have belonged. I can't answer this interrogatory any more fully.

29. To the 29th interrogatory he says: I have no knowledge, information, or belief upon the subject inquired of.

38 30. To the 30th interrogatory he says: The cargo was from the docks.

31. To the 31st interrogatory he says: I have no knowledge, information, or belief upon the matters herein inquired of.

32. To the 32d interrogatory he says: I have no knowledge or information of any papers having been delivered out or carried away from the ship.

33. To the 33d interrogatory he says: Bulk was not broken.

34. To the 34th interrogatory he says: There were no passengers aboard, or any persons besides the officers and crew before mentioned.

35. To the 35th interrogatory he says: I have no knowledge, information, or belief upon the subject inquired of. I have not written any letters, or signed any papers on the subject.

36. To the 36th interrogatory he says: As far as I know I suppose the vessel was steering for Nassau, which was, I should think, a

couple of hundred miles distant. I don't know that her course had been altered.

37. To the 37th interrogatory he says: I have no knowledge, information, or belief of the subject-matter inquired of.

38. To the 38th interrogatory he says: No guns were mounted on board, and I have no knowledge, information, or belief that there was any cargo on board of the kind and description inquired of in this interrogatory.

39. To the 39th interrogatory he says: I have stated all I know or believe regarding the real and true property and destination of the vessel and cargo.

39 40. To the 40th interrogatory he says: The vessel never sailed under convoy.

41. To the 41st interrogatory he says: I don't know and never heard that the vessel ever attempted to enter any port under blockade.

42. To the 42d interrogatory he says: The vessel had no license to act as privateer.

43. To the 43d interrogatory he says: The vessel never sailed or acted in company or concert with any armed vessel in cruising against, pursuing, or seizing, as prize, any persons, vessels, or property of citizens of the United States.

PATRICK KERNS.

40 UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States for the southern district of New York, in and for the said district, do hereby certify that the foregoing deposition of Patrick Kerns, a witness produced on behalf of the captors, was taken by and under my direction, at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that before such examination was commenced, the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined, separate and apart from the other witnesses; that such examination was begun, continued and finished on the same day, and was by me, or under my direction, reduced to writing, and the same having been by me carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal at the city of New York, this 14th day of February, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.]

EDWARD H. OWEN,
U. S. Prize Com'r.

41 District court of the United States for the southern district of New York.

Deposition of Henry Millichamp, cook and steward, a witness produced, sworn, and examined *in preparatorio*, on the 14th day of February, in the year eighteen hundred and sixty-three, at the office of E. H. Owen, U. S. prize commissioner, No. 72 Wall street, New York city, on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Springbok," and her cargo.

1. To the 1st interrogatory he says: I was born in Dartmouth, England, but now live in London, and have lived there for the past twelve months. I am a subject of the Queen of Great Britain, and owe allegiance to her. I am not a citizen of the United States; I am a married man; my wife resides in London.

2. To the 2d interrogatory he says: I was present at the capture of the said vessel and her cargo.

3. To the 3d interrogatory he says: The capture was made
42 on or about the 3d of February, 1863, about one hundred and fifty miles from Nassau, N. P. I so heard on board our vessel at the time of capture. No one in particular told me. I don't know the direction from Nassau. The vessel and cargo was brought into the port of New York. Our vessel had no commission to make prizes. I understood that we were captured because we had goods contraband of war on board; I heard no other reason given.

4. To the 4th interrogatory he says: Our vessel sailed under English colors, and had no other colors on board, to my knowledge.

5. To the 5th interrogatory he says: No resistance was made at the time of capture. The capturing vessel fired one gun; she was the U. S. gunboat Sonoma; no other ships were in sight. Our vessel was a merchantman, and belonged to a Mr. May, of Falmouth, England; the Sonoma was a vessel-of-war; I don't know her force; she was a steamboat.

6. To the 6th interrogatory he says: I don't know whether or not the Sonoma had any commission to act in our capture. Our vessel has never been condemned, to my knowledge.

7. To the 7th interrogatory he says: The name of our vessel was the Springbok, and our master's name was James May; he
43 lives in Falmouth, England; he is unmarried, as I believe; I have known him about two months; he is a British subject; his father is the owner, and he appointed him to the command at London; he took possession in London; I don't know who personally delivered such possession to him; I have known the vessel about two months.

8. To the 8th interrogatory he says: I don't know the tonnage of our vessel. The number of our crew, all told, was nine, and all were on board at the time of capture; they are all Englishmen except one,

who hails from the Cape of Good Hope; they all came on board at London, the 6th and 8th of January last; they were shipped by the captain.

9. To the 9th interrogatory he says: I belonged to the company of the vessel, and was cook and steward; I had no interest in the vessel or her cargo; no one on board had any interest therein, to my knowledge.

10. To the 10th interrogatory he says: I have known the vessel about two months; I first saw her in Victoria dock, London; she carried no guns; nine persons, in all, were on board when she was captured; I can't say where she was built; I have never heard of her being called by any other name than her present one.

44 11. To the 11th interrogatory he says: The said vessel sailed from London on the 9th of January, 1863, bound for Nassau, and thence to any port in the West Indies, North America, or United States, and thence back to any port in the United Kingdom. I signed shipping articles to that effect, and I know nothing else concerning the destination of the vessel than what I supposed it was from the shipping articles. At the time of capture, I think, she was bound to Nassau. I know nothing, however, concerning her course at such time, or her position, other than what was told me on board our vessel. I heard, after our capture, that there was some coffee on board; I know nothing concerning the cargo; I never heard anything concerning the character thereof; it was all on board when I joined the vessel, except two cases or boxes, some three or four feet square, which were put on board the day before we sailed; I don't know what they contained; I never asked or heard; I don't know whether or not there were any arms or ammunition on board; I have no knowledge capable of forming a belief on the subject; I understood that the cargo was put on board a short time before she sailed; I don't know when it was put on board; I don't know whether or not she had on board anything contraband of war.

45 12. To the 12th interrogatory he says: I don't know whether or not our vessel had any passport or sea-brief on board; she touched at Falmouth after leaving London, but I don't know for what purpose, unless it was on account of strong head winds; I know nothing about what cargoes the vessel has carried previous to her present voyage; her last clearing port was Falmouth.

13. To the 13th interrogatory he says: I have already answered this interrogatory as well as I am able.

14. To the 14th interrogatory he says: Mr. May, of Falmouth, was the owner of the vessel; I don't know his Christian name; I heard that he was the owner on board our vessel; I know nothing further concerning him; I don't know who owned the cargo.

15. To the 15th interrogatory he says: I have no knowledge or belief concerning the matters herein inquired of.

16. To the 16th interrogatory he says: I don't know who were the laders, owners, or consignees of the cargo; I am unable to answer this interrogatory.

17. To the 17th interrogatory he says: I know nothing concerning any bills of lading; I never saw any.

18. To the 18th interrogatory he says: I never had or saw any papers whatever relating to the vessel; no such papers were on board as those inquired of, to my knowledge.

19. To the 19th interrogatory he says: I have already stated the time and place of capture as well as I can; I don't know the degrees of latitude or longitude; we were not near any particular port
46 or place, and were not in sight of land; I don't know anything concerning any charter-party.

20. To the 20th interrogatory he says: I never saw any papers relating to the vessel; I don't know what ones were on board at the time inquired of; no papers were in any manner destroyed, to my knowledge or belief.

21. To the 21st interrogatory he says: I had heard of the war between the north and the south, and of the blockade of the southern ports by the naval forces of the United States; I presume all of us knew these facts.

22. To the 22d interrogatory he says: No warning or notice of this blockade had been given to the owner or master of our vessel, to my knowledge. No notice thereof has been indorsed on our register, to my knowledge.

23. To the 23d interrogatory he says: The register of our vessel was never shown to or examined by any United States naval or revenue officer, to my knowledge.

24. To the 24th interrogatory he says: I never heard that this vessel ever sailed to or from any blockaded port.

25. To the 25th interrogatory he says: The said vessel has never before been seized as a prize, to my knowledge.

26. To the 26th interrogatory he says: I have not lost anything by the capture of the said vessel.

27. To the 27th interrogatory he says: I never heard of any insurance on the vessel or her cargo.

28. To the 28th interrogatory he says: I have no knowledge or belief concerning the matters herein inquired of.

29. To the 29th interrogatory he says: I have no knowledge or belief concerning the matters herein inquired of.

47 30. To the 30th interrogatory he says: I don't know how the cargo was put on board.

31. To the 31st interrogatory he says: I have no knowledge or belief concerning the matters herein inquired of.

32. To the 32d interrogatory he says: No papers were delivered out of our vessel to any person, to my knowledge. I never heard of or saw any delivered to the prize officers.

33. To the 33d interrogatory he says: Bulk was not broken before or after capture, to my knowledge.

34. To the 34th interrogatory he says: We had no passengers on board our vessel. No citizens of the southern States were on board our vessel to my knowledge. No persons were hid on board, to my knowledge.

35. To the 35th interrogatory he says: I never wrote or signed any papers of the kind herein inquired of. I have no knowledge concerning the other matters herein inquired of.

36. To the 36th interrogatory he says: I don't know what course we were steering at the time of capture. Our course was not altered, I believe, when the Sonoma was first seen. She was first seen from our vessel about seven o'clock in the morning, and came on a course directly towards us. We continued on a course which was directly towards her. We were captured in about an hour and half after we saw the gunboat. I know nothing about the course of the vessel after leaving London.

37. To the 37th interrogatory he says: Mr. May, the father of our captain, was the owner, and I believe that if the vessel should be restored, she will belong to him and none other. I am unable to answer this interrogatory further.

48 38. To the 38th interrogatory he says: No guns were mounted on the vessel; none of the articles herein enumerated were on board, to the best of my knowledge, information, or belief.

39. To the 39th interrogatory he says: I have already stated all I know or believe regarding the real and true property or destination of the vessel and cargo.

40. To the 40th interrogatory he says: The vessel never sailed under convoy of any ship or ships of war, to my knowledge.

41. To the 41st interrogatory he says: The vessel never attempted to enter or sail from any blockaded port, to my knowledge.

42. To the 42d interrogatory he says: The vessel never sailed under commission or authority as privateer for any purpose, to my knowledge.

43. To the 43d interrogatory he says: The vessel never sailed or acted in company with any armed vessel for any purpose whatever.

HENRY MILLICHAMP.

49 UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States for the southern district of New York, in and for the said district, do hereby certify that the foregoing deposition of Henry Millichamp, a witness produced on behalf of the captors, was taken by and under my direction, at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that before such examination was commenced, the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined separate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me, or under my direction, reduced to writing, and the same having been by me carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal at the city of New York, this 14th day of February, in the year of our Lord one thousand eight hundred and sixty-three.

[SEAL.]

EDWARD H. OWEN,
U. S. Prize Com'r.

Endorsed: Barque "Springbok." Depositions *in preparatorio.*

50 No. 2.

M 1 to 150.....	150 chests tea.
M 1 to 150.....	150 half chests tea.
M 256, 395, 504, 583, S, ...	220 bags coffee.
TG B, 91 a 94.....	4 cases ginger.
N DWB, 20 a 21..	2 cases.
TH, 44 a. 62.....	19 bags pimento.
[DN,] 46 a 50, 52, 54 a 57, ..	10 bags cloves.
WCS BP, 1 a 60.....	60 bags pepper.
PPP, 2 a 3.....	2 cases.
[MB,] 1 a 10.....	10 kegs.
11 a 25.....	15 casks.
26 a 42.....	17 casks.
" C, 43 a 44,	2 cases.
" A, 45 a 48,	4 casks.
Z ⋈ S---- 3,	1 case.
	666 packages.

Shipped in good order and well-conditioned, by Moses Brothers, on board the good ship called the Springbok, whereof May is master, now lying in this port of ———— and bound for Nassau, N. P.—to say, six hundred and sixty-six packages merchandise, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, N. P., (the dangers of the seas only excepted,) unto order ————, or to ————, assigns, he or they paying freight for the said goods as per charter-party.

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in London the 6 day of December, 1862.

Weight and contents unknown. Captain's copy.

51 MOSES BROTHERS.

52 No. 3.

[A,] 264, 1 bale.
1266, 1 case.

Shipped in good order and well-conditioned, by Spyer & Haywood, on board the good ship called the Springbok, whereof May is master, now lying in this port of ——— and bound for Nassau, N. P.—to say, two packages merchandise, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid

port of Nassau, N. P., (the dangers of the seas only excepted,) unto order ————, or to ————, assigns, he or they paying freight for the said goods as per charter-party.

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in London the 8th day of December, 1862.

Weight and contents unknown. Captain's copy.

53 Shipped in good order and well conditioned, by Spyer & Maywood, as agents, on board the good ship called the Springbok, whereof May is master, now lying in this port of ———— and bound for Nassau, N. P.—to say, one thousand three hundred and thirty-nine packages merchandise, as per indorsement, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, N. P., (the dangers of the seas only excepted,) unto order ————, or to ————, assigns, he or they paying freight for the said goods as per charter-party.

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in London the —— day of ————, 18 .

Weight and contents unknown. Captain's copy.

54

[A,]	214 a 216,	3 cases.
	243 a 244,	2 "
	544 a 548,	5 bales.
	550 a 552,	2 "
	555 a 565,	11 "
	779,	1 "
	976 a 984,	9 cases.
	985 a 987,	3 bales.
	989,	1 "
	994 a 998,	5 cases.
	1221 a 1234,	14 "
	1247,	1 "
	1264 a 1265,	2 "
	1267 a 1269,	3 "
	1299 a 1440,	142 "
	1351 a 1353,	3 "
	1400 a 1406,	7 bales.
	1406 a 1408,	3 cases.
i. c.		246 boxes.
i. x.		360 "
B. W. Hart		1 trunk.
B L	1 a 50,	50 bales.
" 1 a 50		1 case.

[B]	1 "
47 a 267 "	1 "
268 a 533	458 cases.
[B]	4 bales.

No. 5.

55 Shipped in good order and well-conditioned, by Spyer & Haywood, on board of the good ship called the "Sprinkbok," whereof May is master, now lying in this port, ————, and bound for Nassau, N. P.—to say, one thousand three hundred and thirty-nine packages merchandise, as per indorsement, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, N. P., (the dangers of the seas only excepted,) unto order ————, or to ————, assigns, he or they paying freight for the said goods as per charter-party.

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in London the —— day of ————, 18 .

Weight and contents unknown.

JAMES MAY.

[A,] 214 a 216,	3 cases.
243 a 244,	2 "
544 a 548,	5 bales.
550 a 552,	2 "
555 a 565,	11 "
779,	1 "
976 a 984,	9 cases.
985 a 987,	3 bales.
989,	1 "
994 a 998,	5 cases.
1221 a 1234,	14 "
1247,	1 "
1264 a 1265,	2 "
1267 a 1269,	3 "
1299 a 1440,	142 "
1351 a 1353,	3 "
1400 a 1406,	7 bales.
1406 a 1408,	3 cases.
i. c	246 boxes.
" i.x	300 "
B. W. Hart	1 trunk.
B } 1 a 50,	50 bales.
L }	1 case.
" 1 a 50 }	1 "

[B] 47 a 267	1 "
" 268 a 535	458 cases.
[B]	4 bales.
	1,339 packages.

SPYER & HAYWOOD.

57

M 1 to 150	150 chests tea.
M 1 to 150 S.	150 half chests tea.
M 256, 395, 504, 583,	220 bags coffee.
TG B, 91 a 94	4 cases ginger.
N DWB, 20 a 21	2 "
TH, 44 a 62	19 bags pimento.
[DN] 46 a 50, 52, 54 a 57,	10 " cloves.
WCS BP, 1 a 60	60 " pepper.
PPP, 2 a 3	2 casks.
[MB,] 1 a 10	10 kegs.
11 a 25	15 casks.
26 a 42	17 "
" C, 43 a 44	2 cases.
" A, 45 a 48	4 casks.
Z⋈S 3	1 case.
	666 packages.

No. 6.

Shipped in good order and well-conditioned, by Moses Brothers, on board the good ship called the Springbok, whereof May is master, now lying in this port, and bound for Nassau, N. P.—to say, six hundred and sixty-six packages of merchandise, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, N. P., (the dangers of the seas only excepted,) unto order ————, or to ————, assigns, he or they paying freight for the said goods as per charter-party.

In witness whereof, the master or purser of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in London the 6 day of December, 1862.

Weight & contents unknown.

JAMES MAY.

58 MOSES BROTHERS.

59 No. 7.

LONDON, *8th Dec'r*, 1862, 15 *Billiter street.*

Captain JAMES MAY,
Barque Springbok:

DEAR SIR: Your vessel being now loaded, you will proceed at once to the port of Nassau, N. P., and on arrival report yourself to Mr.

B. W. Hart there, who will give you orders as to the delivery of your cargo, and any further information you may require.

Wishing you a safe and speedy passage, we are, dear sir, yours obed'ly,

SPYER & HAYWOOD,
Agents for the Charterers.

60 No. 8.

27—11—62. (112.) 102.

B 21130.

CUSTOM-HOUSE, LONDON,
21 *day of Nov.*, 1862.

These are to certify that Mr. Thompson, agent for the Springbok, official number ———, of 188 tons register, of Falmouth, from Jamaica to London, hath paid the sum of two pounds one shilling and sixpence for light, &c., duties for the said voyage, as understated.

(Signature) W. MALCOLMSON, JR.,
Collector.

General coast lights per ton, $5\frac{7}{16}$.
Local lights per vessel, 3.

By order in council.
Dated 25th July, 1861.
Abatement 60 per cent.; net amount, £2 1 6.

E. W. S.

61 No. 9.

(112.) 68.

B 35726. CUSTOM-HOUSE, LONDON,
8 *day of Dec'r*, 1862.

These are to certify that Mr. Spiers ——— the Springbok —— official number ———, of 188 tons register, of Falmouth, from London to Nassau, by ———, hath paid the sum of one pound fourteen shillings and one pence for light, &c., duties for the said voyage, as understated.

(Signature) W. MALCOLMSON, JR.,
Collector.

General coast lights, per ton, $5\frac{7}{16}$; net amount, £1 14 1.

No. 9.

62 No. 10.

(AA.) Foreign-going ship.
No. 86. Certificate for clearance outwards.

Name of master—James May.
Name of ship—Springbok.
Official number—20114.

Port belonging to—Falmouth.
Registered tonnage—188.
Port of departure—London.
Destination of voyage—Nassau, N. P.

I certify that the above-named master has engaged his crew before me, and has produced the certificate of himself and of such of his mates as are required to produce certificates, and has made the above-mentioned payments, or has otherwise complied with the provisions of the statutes in that behalf.

H. PENGELLEY,
Shipping Master.

Dated at London, 5 day of Dec'r, 1862.

63 No. 11.

Springbok. LONDON, *8th Dec'r*, 1862,
15 *Billiter street.*

B. W. HART, Esq.,
Nassau:

DEAR SIR: Under instructions from Messrs. S. Isaac, Campbell & Co., of Jermyn street, we enclose you bills of lading for goods shipped per Springbok, consigned to you.

Trusting to safe arrival of the ship, we are, dear sir, yours obed'ly,
SPYER & HAYWOOD,
Agents for Messrs. S. Isaac, Campbell & Co.

Endorsed: Pr. Springbok. B. W. Hart, esq., Nassau, N. P. Consignee's letter.

64

65 LONDON, *12th November*, 1862.

Geo. Reynolds & Co.,
Ship and commission agents,
157 Fenchurch street,
London.

Charter party.

It is this day mutually agreed between W. Barter & Co., by authority of J. May, of the good ship or vessel called the Springbok, A IXM, 188 tons register, or thereabouts, now in W. J. docks, and Thos. Sterling Begbie, esq., of London, merchants:

That the said ship, being tight, staunch, and strong, and every way fitted for the voyage, shall, with all convenient speed, sail and proceed to Victoria docks, or so near thereunto as she may safely get, and there load from the factors of the said affreighters a full and complete cargo of lawful merchandise goods, the weight of which exceeds the measurement limited to 150 tons, not exceeding what she can reasonably stow and carry, over and above her tackle, apparel, provisions, and furniture; and being so loaded, shall therewith proceed to Nassau, or so near thereunto as she may safely get, and deliver the same on being paid freight as follows: for weight, per ton of

20 cwt., and for measurement, per ton of 40 cubic feet, all at twenty-five shillings per ton, with 5 per cent. primage thereon and five guineas gratuity, in full of all port charges and pilotages, as customary; (the act of God, the Queen's enemies, restraint of princes and rulers, fire, and all and every other dangers and accidents of the seas, rivers, and navigation, of whatever nature and kind soever, during the said voyage, always mutually excepted.) The freight to be paid ½ in advance on clearance from customs, subject to insurance, and the remainder in cash on delivery at current rate of exchange. The cargo to be brought to and taken from alongside, at merchants' risk and expense, they finding mats and ship dunnage wood for 66 stowage, if required.

Bills of lading to be signed by the master at the current rates of freight, if required, without prejudice to this charter-party, it being agreed that the master or owners have an absolute lien on the cargo for all freight, dead freight, demurrage, or other charges.

Ship to be consigned to charterers' agent at port of unloading, free of commission.

Thirty running days are to be allowed the said freighter (if the ship is not sooner despatched) for loading the said ship at port of loading and discharging at Nassau.

And the said freighter to have the option of keeping the said ship any days on demurrage over and above the said laying days, at four pounds per day. Penalty for non-performance of this agreement the estimated amount of freight.

(Sig.) W. BARTER & CO.
" THOS. STERLING BEGBIE.

Witness to the signature of both parties:
(Sig.) J. FOSTER.

We certify this to be a true and correct copy of the original charter-party in our possession.

G. REYNOLDS & CO.

Five per cent. commission is due to George Reynolds & Co. on the execution of this charter, by whom the ship is to be cleared at the custom-house.

No. 15.

Endorsed: Sixteen days have been expended in this port in loading and despatching the vessel, this day included.
London, 8 December, 1862.

SPYER & HAYWOOD.

67 *Manifest of cargo on board the British-built barque Springbok, May, master, of* 198 *tons and* 11 *men; London to Nassau.*

Shippers.	Marks.	Numbers.		Consignees.
Spyer & Haywood.	[A]	214 *a* 216	3 cases	Order. A
		243 *a* 244	2 "	
		544 *a* 548	5 bales	
		550 *a* 552	2 "	
		555 *a* 565	11 "	
		779	1 "	
		976 *a* 984	9 cases	
		985 *a* 987	3 bales	
		989	1 case	
		994 *a* 998	5 cases	
		1221 *a* 1234	14 "	
		1247	1 "	
		1264 *a* 1265	2 "	
		1267 *a* 1269	3 "	
		1299 *a* 1440	142 "	
		1351 *a* 1353	3 "	
		1400 *a* 1406	7 bales	
		1406 *a* 1408	3 cases	
	[ ] I C		246 boxes	
	" I X		360 "	
	B. W. Hart. B / L	1 *a* 50	50 bales	
	" / 1 *a* 50		1 case	
	[B] 47 *a* 267		1 "	
	" / 268 *a* 533		1 "	
	[B]		458 cases	
			4 bales	
	[A]	264	1 "	
		1266	1 case	
			Carr'd fo'w'd, 1,341 packages.	
Moses Brothers.	N I / S	1 *a* 150	150 chests	A Order.
	N I	1 *a* 150	150 half chests	
	N I	256 *a* 395, 504 *a* 583	220 bags	
	T C B N	91 *a* 94	4 cases	
	D. W. B.	20 *a* 21	2 "	
	J. H.	14 *a* 62	19 bags	
	[D. N.]	46 *a* 50, 52, 54 *a* 57	10 "	
	W C S B P	1 *a* 60	60 "	
	P P P	2 *a* 3	2 cases	
	[M B]	1 *a* 10	10 kegs	
		11 *a* 25	15 casks	
		26 *a* 42	17 "	
	" — C	43 *a* 44	2 cases	
	" — A	45 *a* 48	4 casks	
	Z × S	3	1 case	
			Total, 2,007 packages.	

LONDON, 8*th December*, 1862.

SPYER & HAYWOOD, *Brokers.*

68 Form No. 9.—Sailing ship.

Certificate of British registry.

Signal letters—M. V. R. T.

Official number of ship—20114.
Port number—5.
Date of registry—14 March, 1860.
Name of ship—Springbok.
British or foreign built—British.

Port of registry—Falmouth.
How propelled—By sails.

Number of decks—one, with a break.	Build—Carvel.
Number of masts—Three.	Galleries—None.
Rigged—Barque.	Head—Deer figure.
Stern—Round.	Framework—wood.

Measurements.	Feet.	Tenths.
Length from the fore part of stem, under the bowsprit, to the aft side of the head of the stern-post	125	6
Main breadth to outside plank	20	3
Depth in hold, from tonnage deck to ceiling, at midships	12	0

Name and address of builder—Not known.

G.

Tonnage.	No. of tons.
Tonnage, under tonnage deck	182.03
Closed-in spaces above the tonnage deck, if any, viz:	
Space or spaces between decks.	
Poop.	
Round-house.	
Other enclosed spaces, if any, naming them, viz:	
Break	4.54
Space above break	1.60
Total register tonnage	$188\frac{17}{6}$

69 I, the undersigned, registrar of the port of Falmouth, hereby certify, that the ship, the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true: that Richard May, whose certificate of competency or service is No. 20090, is the master of the said ship; and that the name, residence, and description of the owner, ———, and number of sixty-fourth shares, held by him, are as follows:

Name, residence, and occupation of the owner—Thomas May, of Gerrons, in the county of Cornwall, ship-owner.

Number of sixty-fourth shares—sixty-four = 64.

Dated at Falmouth, the 14th day of March, one thousand eight hundred and sixty.

C. V. PALMER,
Pr. Registrar.

"NOTICE.—A certificate of registry, granted under the merchant shipping act, 1854, is not a document of title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship."

N. B. Indorsements of changes of owners and masters must be made as directed by the instructions to registrars, and will follow here:

Names of the several owners of the ship within described, on the 15th day of March, 1860:	No. of shares held by each owner:	
Thomas May, of Gerrons, in the county of Cornwall, ship-owner	Eighteen	18
Richard May, of do. do., master mariner	Forty	40
John Eddy Oxenberry, of do. do., gentleman	Six	6
		64

I hereby certify that the several persons above mentioned are, on this 15th day of March, 1860, registered owners of the respective number of shares in the ship within described, set opposite their respective names.

C. V. PALMER,
Pr. Registrar of the Port of Falmouth.

70 CUSTOM HOUSE, LONDON, 17 *May*, 1862.

I hereby certify that Thomas May, No. 44061, has this day been appointed master of the ship within described.

M. STAPYLTON,
Pr. Registrar.

CUSTOM-HOUSE, LONDON, 19 *May*, 1862.

I hereby certify that John Mumford Percival, No. 21688, has this day been appointed master of the ship within described.

M. STAPYLTON, *Pr. Reg'r.*

CUSTOM-HOUSE, LONDON, 25*th Nov'r*, 1862.

I hereby certify that James May, the number of whose certificate is 11088, has this day been appointed master.

E. M. LAURENCE, *Pr. Reg'r.*

"SPRINGBOK."

Off'l No.	20114.
Letters	M. V. R. T.
Port No.	5.
Date	1860.

71 *Extract from the shipping articles of the barque Springbok, marked H, made in November*, 1862, *as follows:*

Crew British. "On a voyage from London to Nassau, (N. P.,) thence, if required, to any other port of the West Indian islands, American States, British North America, east coast of South America, and back to the final port of discharge of cargo in the United Kingdom or continent of Europe, between the Elbe and Brest, and finally to a port in the United Kingdom; voyage probably under 12 months."

72 LOG OF THE BARQUE SPRINGBOK ON A VOYAGE FROM LONDON TO NASSAU.

EXHIBIT I.

Remarks on Monday, Dec'br 8th, 1862.

10 a. m.—The crew came on board, battened down the hatches, secured long-boat and spars on deck, and got everything ready for sea.

P. M.—Received a chronometer on board which was 0m. 37s. slow of Greenwich mean time, losing daily 0m. 0.1s.

6 p. m.—Hauled the ship down to the basin, and moored for the night; pumps carefully attended to.

Remarks on Tuesday, De'br the 9th, 1862.

A. M.—Moderate weather, with slight attempt to rain and an overcast sky; wind S.SW.; people employed getting anchors out, cables bent, and everything ready to leave the docks.

3 p. m.—Moderate wind with slight rain; pilot came on board; took a steam-tug, left the dock, and towed down the river.

5.30.—Came to an anchor off Erith; wind southerly and moderate, with thick, rainy weather; took the jolly-boat on board.

8 p. m.—Fresh breeze from S.SW., with a cloudy sky; set the anchor watch; pumps carefully attended to.

73 *Remarks on Wednesday, Dec'br the 10, 1862.*

A. M.—Fresh breeze, with rain, and an overcast sky; 6 a. m., hove short on cable; 6.30, steamboat came alongside; tripped the anchor and towed down the river towards Gravesend; 8.30, steamboat left the ship at Gravesend; made sail and proceeded on; wind west, fresh; people employed rigging out jib-boom; took the port bower anchor on board, and replaced it by another one; 5 p. m., brought the ship to with starboard bower and thirty fathoms of cable outside the hawse; furled sails; pumps attended to; N. Foreland W.NW., dist. 3 miles; 8. p. m., moderate breeze from west, with a clear sky; set the anchor watch.

Remarks on Thursday, Dec'br the 11th, 1862.

A. M.—Wind SW., moderate and clear; 7 a. m., weighed anchor, made sail on the ship, and proceeded on; 10, came to, with starboard anchor and 35 fathoms of cable; 10.30, pilot left the ship; furled sails; noon, wind SW., fresh, with a cloudy sky and attempts to rain; people employed cleaning ship; 8 p. m., strong breeze from SW., with much rain; set anchor W.; 9 p. m., do. do. from NW., with much rain; pumps carefully attended to; S. Foreland bore SW. by S., S. Land Head light S. by E., and the Gull Stream light-ship NE. by E.

74 *Remarks on Friday, Dec'br the 12th, 1862.*

A. M.—Fresh gale from N.NW., with rain; 4 a. m., more moderate and clear weather; 5, got under weigh, and proceeded on the voyage; 6 a. m., strong breeze; passed the South Foreland; noon, fresh breeze from NW., with a clear sky; all possible sails set on the wind; Beachy Head bore N.NW., distant about 12 miles; pumps carefully attended to; p. m., f. weather; people employed variously—securing anchors and cables, putting chafing gear on the rigging; 6, Beachy H. light bore NE. by N. ½ N., distant 21 miles; 6.30, p. m., tacked ship; 8, light breeze from west; set sea watches; bar. 30.48; midnight, strong winds and cloudy; Ower's light bore N.NE., about 8 miles distant.

H.	K.	F.	Courses.	Winds.	Lee way.	
2				SW. by W.		*Remarks on Saturday, Dc'br the 13th, 1862.*
4						
6						A. M.—Fresh gale; handed gaff topsail; 2, tacked ship; handed
8						topgall't sails; double-reefed the topsails; 3 a. m., Ower's
10						light bore NE. by N., 14 miles; 4 a. m., gale increasing,
12				SW.		handed mizzen and jib; 7, furled mainsail; 7.30, wore ship;
2						split the fore-topsail; close-reefed; noon, strong gale, with
4						much rain; bar. 30.0; pumps carefully attended to. This log
6						contains 12 hours, ending at noon to begin sea log.
8						
10						
12						
						Remarks on Sunday, Dc'br the 14th, 1862. 75
2				SW.		P. M.—Strong gale, with rain; set mizz. staysail; 4, moderate
4						and clear weather; 6, wore ship; set jib, mizzen, and m. t. m. s.
6				West.		sail; 8, set mainsail; let reefs out of topsails; pumps care-
8				NW.		fully attended to; midnight, light winds; all sail set on the
10						wind; St. Catharine's light bore N.NE. 14 miles; a. m., t.
12				NW. by N.		weather; 3, St. Catharine's light NE. by E. 18 miles; 10,
2						tacked northward.
4						
6				NW. by W.		
8						
10				W. SW.		
12						
						Remarks on Monday, Dc'br the 15th, 1862.
2				W.SW.		P. M.—Light winds and fine weather; all sail set on the wind;
4						8, t. weather; Portland lights bore NE., distant 18 miles;
6				SW.		pumps attended to; midnight, strong winds; Startlight bore
8						NE. 16 miles; a. m., strong breeze, with a cloudy and threat-
10				S.SW.		ening sky; 8 a. m., do. do.; shortened sail off Falmouth har-
12						bor; 10, came to an anchor in St. Mawe's creek; furled sails.
2						
4						
6						
8						
10						
12						

76 LOG OF THE SPRINGBOK, LYING OFF ST. MAWE'S, WIND-BOUND.

Remarks on Tuesday, December the 16th, 1862.

P. M.—Brisk gales from SW., with attempts to rain; people employed variously, repairing damage done to sails and rebending them; 2 p. m., moored ship with two anchors; 6, t. weather; pumps carefully attended to, set the anchor watch; midnight, t. weather; a. m., do. do.; people employed cleaning ship.

Remarks on Wednesday, Dc'br the 17th, 1862.

P. M.—Strong winds from W.SW.; people employed as before; 8 p. m., blowing a heavy gale of wind, with much rain; pumps carefully attended to; sent two compasses on shore to be adjusted; set anchor watch; 10 p. m., gale increasing; veered out more cable; a. m., strong gale from west, accompanied with much rain; people cleaning ship; noon, more moderate; pumps attended to.

Remarks on Thursday, Dc'br the 18th, 1862.

P. M.—Variable winds, with showers of rain; cleared hawse; hove in slack cable; cleaned ship outside; 8 p. m., calm and clear; pumps attended to; set the anchor watch; midnight, SW. wind, moderate; a. m., do. do.; people employed variously, sending studding-sail booms on the yards, bending the flying-jib, etc.; sent jolly-boat on shore; noon, wind west, strong, with attempts to rain; pumps attended to.

77 *Remarks on Friday, Dc'br the 19th, 1862.*

P. M.—Wind west, strong, with cloudy sky; people employed variously; pumps attended to; 8, set anchor watch; 9, wind NW., blowing a severe gale; veered out more on port cable; midnight, a complete gale from W.NW.; a. m., do. do.; 6 a. m., hauled more cable on deck, and veered out on port cable; people employed staying masts, repairing sails; noon, d. weather; pumps carefully attended to.

Remarks on Saturday, Dc'br the 20th, 1862.

P. M.—A heavy gale blowing from W.NW., with a cloudy sky; people employed as before; received a new jolly-boat on board, hoisted it in, and stowed it; pumps carefully attended to; 8 p. m., d. weather; set the anchor watch; a. m., blowing a severe gale from NW., with terrific hail squalls and heavy showers of rain; people employed variously, about the rigging, cleaning ship, repairing sails; pumps carefully attended to.

Remarks on Sunday, Dc'br the 21st, 1862.

P. M.—Gale continued from yesterday with increased force, attended with hail squalls and showers of rain; pumps carefully attended to; a. m., do. weather; 8, wind veered round to north, accompanied with heavy squalls and showers of rain; hove in some of port cable; noon, strong breeze, with passing squalls; pumps attended to.

78 *Remarks on Monday, Dc'br the 22d, 1862.*

P. M.—Strong breeze, with passing showers of rain; 8, set anchor watch; pumps attended to; midnight, light, variable winds; a. m., d. weather; 8 a. m., light winds; 10 a. m., hove up port anchor; 11, hove short on starboard cable; made sail on the ship; noon, light breeze from north; pumps carefully attended to.

H.	K.	F.	Courses.	Winds.	Lee way.	
						Remarks on Tuesday, Dc'br the 23d, 1862.
2				North.		P. M.—Moderate breeze; weighed anchor and proceeded on voyage; 8 p. m., d. weather; all plain sail set; set sea watches; Lizard light N. by E. 14 miles; 10, breeze increasing, with drizzling rain; handed fly. jib; midnight, strong winds and rainy; a. m., d. weather; 2, handed m. t. g. staysail; 2.30, handed gaff topsail and topgallant-sails; 8 a. m., set topgallant-sails; pumps carefully attended to; noon, strong breeze and cloudy. Lat. acc. 47° 50′ N.; long. by acc., 6° 45′ W.
4						
6						
8			SW. by W.	NW.		
10	8	4				
12	8	4				
2	8	4				
4						
6	7	4				
8	7	4	SW. by W. ½ W.	North.		
10	9					
12	8	4				
						Remarks on Wednesday, Dc'br 24, 1862. 79
2	9		SW. by W. ½ W.	North.		P. M.—Strong winds and cloudy weather; 5, set starboard foretopmast and lower studd'g-sails; stowed anchors in board; 8, d. weather; pumps attended to; midnight, moderate and fine; a. m., do. do.; sent main royal yard and sail aloft; noon, light, variable winds. Obs. lat. 45° 59′; long. by acc., 9° 0′.
4	9	4				
6	9	4				
8	9					
10	9					
12	7	4				
2	5					
4	4					
6	4			NE.		
8	4					
10	1					
12	1			East.		
						Remarks, Thursday, Dec'br 25, 1862.
2				Calm.		P. M.—Calm; people employed variously; 2, braced sharp up on starboard tack; pumps carefully attended to; 8, moderate breeze, with thick, rainy weather; in main royal; midnight, passing showers of rain; a. m., d. weather; 4, all possible sail set to advantage; 8, set starboard studd'g-sails; noon, calm and cloudy. Obs. lat. 44° 48′; long. by acc., 9° 40′ west. William Groves off duty with a bad foot.
4	3		S. by W.	W. by S.		
6	3	4	South.	W.SW.		
8	4					
10	5		S.SW.	West.		
12	5		SW. by W. ½ W.	NW.		
2	5					
4	4					
6	4					
8	4					
10	3					
12	2					
						Remarks on Friday, Dc'br the 26th, '62. 80
2				Calm.		Calm and fine throughout; several vessels in sight; people employed variously; pumps carefully attended to. Obs. lat. 44° 38′. Will'm Groves off duty with a bad foot.
4						
6						
8						
10						
12						
2						
4						
6						
8						
10						
12						
						Remarks on Saturday, Dec'br 27th, '62.
2	1	4	S. by W.	Va'ble.		P. M.—Light, variable airs and fine weather; bent mizzen topmast staysail; employ repairing main-royal; stowed away tow-line and warps; 8, calm and clear; pumps attended to; midnight, d. weather; a. m., light airs from S.SE.; all sail set to advantage; several vessels in sight; 11, set port studd'g-sails. Obs. lat. 44° 14′; long. by acc., 10° 10′ west.
4	1	4	SW.			
6	1					
8						
10				Calm.		
12						
2	1		SW. by W. ½ W.	S.SE.		
4	3					
6	2	4				
8	1					
10	1			Va'ble.		
12	2	4				

H.	K.	F.	Courses.	Winds.	Lee way.	
						Remarks Monday, Dc'br 28th, 1862. 81
2	1	4	SW. by W. ½ W.	V'ble.		P. M.—Light, variable airs and fine; people employed variously; pumps carefully attended to; Wm. Groves off duty still; 10, in all studd'g-sails; midnight, calm and fine; 4 a. m., light, variable winds; 8, moderate breeze, with sudden and strong puffs of wind; 10, handed m. royal mizzen topmast, main topgall't staysails, and fly-jib; noon, strong winds and puffs. Lat. by aid, 43° 31′; long. 10° 1′.
4	1	4				
6	1					
8	1					
10						
12				Calm.		
2						
4	2		S.SW.	V'ble.		
6	1	4	South.	W.SW.		
8	4	4				
10	5					
12	6					
						Remarks Monday, Dec. 29, 1862.
2			South.	W.SW.		P. M.—Strong wind and cloudy; in light sail; at 6 tacked ship; C. Finisterre light E.SE. 20 miles; at 8, strong wind, with a cloudy sky; pumps attended to; at 10 in t. g. sails; 11, double-reefed topsails; stowed jib and mizzen; midnight, strong gale with heavy squalls; the foretopsail sheet parted and sail split; clewed it up and stowed it; at 3 a. m heavy rain; the wind shifted to NW.; wore ship; the mate got his hand very badly hurt with the wheel, so that he cannot write; daylight, unbent f. topsail and bent another, made sail; noon, fresh gale and squally, with a high sea; var., 2 p's west. Lat. acc. 42° 36′ N.; long. 10° 48′ west.
4						
6						
8	3	4	W.NW.			
10	6	6				
12	6					
2	5					
4	1		SW.	W.NW.		
6	1					
8	2					
10	4					
12	5					
						Remarks Tuesday, Dec'r 30, 1862. 82
2	6		S.SW.	West.		P. M.—Strong gale, with heavy squalls; at 4, in topgall. sails; were passed by a ship, 3 Pen., 4396; at 8, in 2 reefs of topsails; at 11, the jib-sheet parted and sail split on mizzen, and close-reefed topsails; midnight, heavy gale, with rain, with a high sea; ship laboring heavy; pump attended; a. m., do. w'r.; at 8 a. m. the gale broke; at 9, made sail; unbent jib and bent another; noon, moderate and cloudy, with a high sea; var., 2 p'ts west. Lat. acct. 40° 40′ N.; long. acct. 10° 23′ west.
4	7					
6	6					
8	6		S. by W.			
10	6					
12	6					
2	5		S.SW.		2	
4	5					
6	4	4				
8	3	4	W.SW.	N.NW.		
10	3	4				
12	4	4		W.		
						Remarks Wednesday, Dec'r 31st, 1862.
2	5	4	W.SW.	North.		P. M.—Mod't and cloudy, with a high sea; at 8 set star stud. sails; midnight, mod't and fine; a. m., light winds and fine; pump attended to; noon, do. w'r.; var., 2 p'ts west. Lat. acct. 39° 01′ N.; long. acct. 12° 32′ west.
4	5	4				
6	5	4				
8	6	4		N.NE.		
10	6	4				
12	6	4				
2	6	4		NE.		
4	6	4				
6	5	4				
8	5	4				
10	5					
12	5					
						Remarks Thursday, Jan'y 1st, 1863. 83
2	4	4	W.SW.	North.		P. M.—Light winds and fine w'r; midnight, do. w'r.; a. m., light, v'ble airs and overcast; pump attended to; noon, do. w'r.; var., 2 p'ts west. Lat. acct. 37° 54′ N.; long. acct., 13° 57′ west.
4	4	4				
6	4					
8	4			N.		
10	4					
12	4			E.NE.		
2	4					
4	4					
6	3	4				
8	3	4				
10	3	4				
12	3	4				
						Remarks Friday, Jan'y 2d, 1863.
2	3	4	W.SW.	North.		P. M.—Light; v'ble airs and overcast; a. m., do. w'r.; in all stud'g sails; noon, do. w'r; pump attended to; var. 2 p'ts west. Lat. acct. 36° 47′ N.; long. acct. 15° 10′ west.
4	3	4				
6	3	4				
8	3	4				
10	3	4		to		
12	3	4				
2	3	4		NW.		
4	4					
6	4		SW. by W.			
8	4					
10	4					
12	4					

H.	K.	F.	Courses.	Winds.	Lee way.	
						Remarks Saturday, Jan'y 3d, 1863. 84
2	4		SW.	W.NW.		P. M.—Light, v'ble winds and overcast; midnight, mo'te
4	4					and cloudy; a. m., increasing wind and showery; pump
6	5	4				duly attended to; noon, fresh winds and squally; in light
8	6	4				sails; var., 2 p'ts W. lat., ex. mer. 34° 30′ N. Lat. acct.
10	6	4				34° 31′ N.; long. acct. 15° 46′ west.
12	6					
2	6					
4	6		S.SW.	West.		
6	7					
8	6	4				
10	6	4				
12	6	4				
						Remarks Sunday, Jan'y 4th, 1863.
2	7		S. by W.	W.SW.		P. M.—Fresh breeze and cloudy, with light rain; midnight,
4	6	4				strong winds and squally; a. m., fresh gale and squally,
6	6	4				with rain; at 4, in topgall't-sails and 1st reef topsails; at
8	7	4	South.			9 a. m., more fine; set all sail; noon, mod'te and fine;
10	7	4				var., 2 p'ts W. Lat. obs'd, 31° 54′ N.; long. chron., 15°
12	7	4				10′ W.; lat. acct. 31° 53′ N.; long. acct., 15° 12′ W.
2	8					
4	8					
6	6	4	S. by W.			
8	5	4				
10	6					
12	6	4	SW. by W.	NW.		
						Remarks Monday, Jan'y 5, 1863. 85
2	6		W.SW.	NW.		P. M.—Mod't and fine; all sail set to best advantage; mid-
4	5	4				night, light winds and fine w'r; a. m., light winds and
6	6					showery; pump atttended; noon, light winds and fine;
8	6	4				var., 1¼ p'ts west. Lat. obs'd, 30° 19′ N.; lat. acct., 30°
10	6	4				20′ N.; long. acct., 16° 20′ W.
12	5		SW. by S.	V'ble.		
2	4					
4	3					
6	3					
8	3	4				
10	4	4				
12	4	4				
						Remarks Tuesday, Jan'y 6, 1863.
2	4	4	W.SW.	NW.		P. M.—Light winds and fine w.; sent up and set f. royal;
4	4					midnight, light winds and showery; a. m., do. weather;
6	5					at 8 a. m., light airs and fine w'r.; the islands of Palma,
8	3		SW.			Gomera, and Teneriffe in sight; noon, light winds and
10	3					showery; N. p't of Palma NW. by W. 20′; var., 1¼ p't
12	3	4		to		west. Lat. 28° 47′ N.; long. 17° 25′ west.
2	4					
4	4					
6	4			West.		
8	4					
10	3					
12	4					
						Remarks Wednesday, Jan'y 7th, 1863. 86
2	3			V'ble.		P. M.—Light, v'ble winds and showery; set star. stud.
4	4					sails; midnight, light, v'ble airs and fine w'r; a. m., do.
6	5					w.; between the islands of Palma and Ferro a high swell
8	2					heaving the ship towards Ferro; noon, do. w'r; N. p't of
10	3	4				Ferro S.8W. 8 miles. Lat. 28° 00′ N.; long. 18° 00′ W.
12	3					
2	1	4				
4	1					
6	1					
8	1					
10	1	4				
12	1	4				
						Remarks Thursday, Jan'y 8, 1863.
2	2		W.NW.	V'ble.		Commences with light, v'ble winds and fine w'r; unbent m.
4	2					topsail and bent another; at 8 p. m., increasing breeze
6	2					and cloudy; midnight, mod't breeze and fine w'r; a. m.,
8	4					mod't and showery; in all f. and aft sails; noon, mod't
10	6	4	W. by S.	N.NE.		breeze, with rain; var., 1¼ p't west. Lat. acct., 27° 14′
12	6	4				N.; long. 20° 01′ W.
2	6	4		E.NE.		
4	6	4		E. by N.		
6	6					
8	6					
10	6		West.			
12	6					

H.	K.	F.	Courses.	Winds.	Lee way.	
						Remarks Friday, Jan'y 9, 1863. 87
2	6	4	West.	East		P. M.—Mod't winds, with rain; at 8 p. m., mod't and cloudy; midnight, do. w'r; a. m., light winds and cloudy; at 8 a. m., light winds and showery; set port stud. sails; noon, light airs and cloudy; var., 1¼ p't west. Lat. obs'd, 26° 31′ N.; lat. acct., 26° 29′ N.; long. acct., 22° 15′ west.
4	7					
6	6	4				
8	6			to		
10	6					
12	6					
2	5	4		E.NE.		
4	5	4				
6	5					
8	4			E.SE.		
10	3	4	W. by S.			
12	2	4				
						Remarks Saturday, Jan'y 10, 1863.
2	2	4	W.SW.	V'ble.		P. M.—Light, v'ble airs and fine w'r; in all stud. sails; midnight, calm and clear; a. m., light airs and fine w'r; noon, mod't and cloudy; var., 1¼ p't west. Lat. acct., 26° 33′ N.; long. acct., 22° 59′ west.
4	1					
6	1	4	SW.			
8	1					
10						
12						
2						
4	2		NW. ½ W.	W.SW.		
6	2					
8	3					
10	4	4				
12	5	4				
						Remarks Sunday, Jan'y 11, 1863. 88
2	4		NW.	V'ble.		P. M.—Light, v'ble airs and fine w'r; at 6 p. m., dark, cloudy w'r, with fierce lightning to west and NW.; tacked ship; stowed light sails; 10, heavy rain; midnight, mod't and cloudy; tacked ship; a. m., v'ble winds, with dark, cloudy w'r; at 8 a. m., light winds and fine w'r; set all sail; noon, do. w'r; pump attended; var., 1¼ p't west. Lat. acct., 26° 13′ N.; long. acct., 23° 53′ west.
4	3	4				
6	4					
8	3		South.			
10	2	4	S.SE.			
12	3					
2	5	4	W. by N.			
4	4	4				
6	1	4				
8	2	4	W.SW.	NW.		
10	3	4				
12	3	4				
						Remarks Monday, Jan'y 12, 1863.
2	3	4	W.SW.	NW.		P. M.—Light winds and fine w'r; set stud. sails; midnight, calm and clear; a. m., do. w'r; noon, light, v'ble airs and fine w'r; var., 1¼ p't west. Lat. obs'd, 25° 49′ N.; long. chron., 24° 35′ west.
4	3	4				
6	3			North.		
8	2	4				
10	2					
12	2					
2				Calm.		
4						
6						
8						
10	1			V'ble.		
12	2					
						Remarks Tuesday, Jan'y 13, 1863. 89
2	2		W.SW.	V'ble.		P. M.—Light, v'ble airs and fine w'r; midnight, do. w'r; a. m., light breeze and fine w'r; all sail set; noon, do. w'r; var., 1¼ p't west. Lat. acct., 24° 53′ N.; Long. acct., 25° 43′ west.
4	2					
6	2	4				
8	3			E.SE.		
10	3					
12	3					
2	3	4				
4	4					
6	4			SE.		
8	4	4				
10	5					
12	5					
						Remarks Wednesday, Jan. 14th, 1863.
2	6		W.SW.	SE.		P. M.—Gentle breeze and fine weather; pumps attended to; midnight, light winds and cloudy; a. m., do. weather; noon, fresh breeze. Lat. obs'd, 23° 24′; long. acct., 27° 24′ W.
4	6					
6	6	4				
8	7					
10	6	4				
12	5					
2	4					
4	2	4				
6	3					
8	3	4				
10	4	4				
12	8					

H.	K.	F.	Courses.	Winds.	Lee way.	
						Remarks Thursday, Jan'y 15th, 1863. 90
2	9		West.	SE.		P. M.—Strong winds; set maintopmast and foretopgall't
4	10		W. by N.	S.SE.		stud'g sail; booms on yards; set maintopmast studd'g sail;
6	10	4				8, do. weather, with a hazy sky; in studd'g sails; braced
8	10		W.NW.	South.		up on port tack; midnight, moderate, with an overcast
10	9					sky; a. m., do. w'r.; noon, do. weather; sun observ'd.
12	8			SW.		Lat. acc., 23° 29′; long. acc., 30° 41′ west.
2	7	4				
4	7					
6	6	4	NW. by W.			
8	6					
10	4		W. by N.			
12	4					
						Remarks Friday, Jan'y 16th, 1863.
2	3		West.	S.SW.		P. M.—Light winds and rainy weather; people repairing
4	2		W.SW.	NW.		sails, trimming sails, as required; 8, light, variable winds
6	2			V'ble.		and rain; pump attended; midnight, do. weather; a. m.,
8	2					do. do.; 4, moderate breeze and cloudy; daylight, set port
10	2	4				studd'g sails; noon, a hazy sky. Lat. obs'd, 22° 39′;
12	2	4				long. acct., 31° 42′ west.
2	2	4				
4	3	4				
6	4			SE.		
8	4					
10	5					
12	5					
						Remarks Saturday, 17th Jan., 1863. 91
2	9		W.SW.	SE.		P. M.—Strong breeze, with a rainy sky; people repairing
4	9					sails; 8, do. weather; pumps attended to; midnight, light,
6	9	4				variable airs, with much lightning and thunder; in studd'g
8	9					sails; 4 a. m., set port studd'g sails; daylight, passed a
10	4	4				barque steering north; noon, fine. Lat. obs., 21° 21′;
12	2			V'ble.		long. acc., 33° 50′.
2	2					
4	4	4		S.SE.		
6	5					
8	4	4				
10	5	4				
12	5	4				
						Remarks Sunday, 18 *Jan.,* 1863.
2	6	4	W. by S.	SE.		P. M.—Pleasant breezes; set maintopmast studd'g sail; un-
4	6	4				bent foresail and bent another; 8, do. weather; pump at-
6	6	4	West.			tended to; midnight, fresh breezes; a. m., do. do.; 10,
8	7					passed a vessel steering NE.; noon, a cloudy sky. Lat.
10	7					obs., 20° 57′; long. acc., 36° 41′ west.
12	8					
2	8	4				
4	8	4				
6	7	4				
8	7		W. by N.			
10	6	4				
12	6	4				
						Remarks Monday, 19*th Jan.,* 1863. 92
2	8		W. by N.	SE.		P. M.—Strong breeze throughout; all possible sail set to ad-
4	8					vantage; pumps attended to; a. m., do. weather; noon,
6	8					do. do. Obs. lat., 21° 8′; long. by acc., 40° 7′ west.
8	8					
10	8					
12	8					
2	8					
4	8					
6	8					
8	8					
10	8					
12	8					
						Remarks Tuesday, Jan. 20*th,* 1863.
2	8	4	W. by N.	SE.		P. M.—Strong wind and cloudy, with a high head sea on;
4	8	4				ship pitching heavy; passed the brig Gordon, from Liver-
6	8	4				pool bay, a steamboat, and a barque, all bound west;
8	8	4				pumps attended to; midnight, strong wind, with much
10	9					lightning and showery; a. m., in all studd'g sails and
12	9	4				small sails; noon, brisk gales. Lat. obs., 21° 22′; long.
2	9	4		to		acc., 43° 55′ west.
4	9	4				
6	9	4				
8	9					
10	8	4		South.		
1	8	4				

H.	K.	F.	Courses.	Winds.	Lee way.	
						Remarks Wednesday, Jan. 21, 1863. 93
2	7		W. by N.	South.		P. M.—Gale increasing; double-reefed topsails; 6, gale still
4	7					increasing, accompanied with heavy squalls, lightning,
6	7	4				and torrents of rain; handed mainsail, mizzen and jib;
8	4	4				close-reefed topsails; midnight, do. weather, with a heavy
10	4		W.NW.	SW.		sea on; ship straining very much; a. m., handed foresail,
12	3				1½	mizzen-staysail, and maintopm. staysail; noon, d. wea-
2	3					ther; pumps carefully attended to. Lat. obs., 21° 50′;
4	3					long. acc., 45° 26′.
6	2		NW.	W.SW.	2	
8	2					
10	2					
12	2					
						Remarks Thursday, Jan. 22, 1863.
2	3	4	NW.	W.SW.	2½	P. M.—Strong gales, with severe squalls and showers of
4	3	4				rain; pumps carefully attended to; midnight, do. do.; 3
6	3					a. m., wore ship; set mizz. staysail, maintopm. staysail;
8	2					daylight, set foresail; let reefs out of topsails; set jib
10	2		N.NW.	SW.	3	mainsail and mizzen topgall. s.; noon, moderate and fine.
12	2					Lat. obs., 22° 4′; long. acc., 45° 50′ west.
2	2					
4	2					
6	2		SW. by W.	NW. by W.	2	
8	2	4				
10	3	4				
12	4	4				
						Remarks Friday, Jan'y 23*d*, 1863. 94
2	6		SW.	W.NW.		P. M.—Moderate breezes, with a strong westerly swell on;
4	6					people employed variously; midnight, do. weather; pumps
6	6					carefully attended; a. m., do. do.; all sail set; noon, light,
8	5		W.SW.	NW.		v'ble airs and fine. Lat. obs., 21° 24′; long. acc., 47° 00′.
10	4					
12	4					
2	2		West.	North.		
4	2					
6	2					
8	1			V'ble.		
10	1					
12	1					
						Remarks Saturday, Jan'y 24, 1863.
2	1	4	West.	V'ble.		P. M.—Light airs and fine; varnished poop and underneath
4	1	4				the long boat; 8, do. weather; trimmed sail as required;
6	2					pumps attended to; a. m., light airs; daylight, set port
8	2					stud'g sails; noon, passing showers. Lat. obs., 21° 20′;
10	2					long. acc., 48° 15′ W.
12	2					
2	2			East		
4	3					
6	4			to		
8	5					
10	5					
12	5			South.		
						Remarks Sunday, Jan'y 25*th*, 1863. 95
2	6		West.	South.		P. M.—Fresh breezes; people repairing sails; 8, in all
4	6	4				stud'g sails; 10, in royals, gaff-topsails, fly. jib, and stay-
6	7		W. by N.	S.SW.		sails; midnight, strong westerly wind, with very much
8	8					rain; a. m., do., with torrents of rain; daylight, handed
10	7					topgall't sails; double-reefed topsails; handed mizzensail
12	5					and jib; noon, strong gale, with passing showers; pumps
2	5		W. by S.	S.SE.		carefully attended to. Lat. obs., 21° 39′; long. acc., 51°
4	8	4				1′ west.
6	10		W. by N.			
8	8					
10	6		W.NW.	SW.		
12	4	4	N.NW.	West.		
						Remarks Monday, Jan. 26th, 1863.
2	3		N.NW.	West.	1	P. M.—Strong gale, with squalls and showers of rain; a
4	3					high sea on; ship laboring and straining very much; 4,
6	2	4	SW. by S.	W. by N.	2½	furled foresail; wore ship; midnight, d. weather; 4 a. m.,
8	2	4				set foresail; daylight, set jib, mainsail and mizzen; 9, set
10	2	4				single-reefed topsails and topgall. sails; noon, brisk gales,
12	2	4				with squalls and rain; pumps attended to. Lat. obs., 21°
2	2	4				12′; long. acc., 51° 49′ west.
4	2		W. by S.	N.NW.		
6	3					
8	4	4				
10	5	4		North.		
12	6	4				

H.	K.	F.	Courses.	Winds.	Lee way.	
						Remarks Tuesday, Jan'y 27th, 1863. 96
2	7		West.	North.		P. M.—Strong gale, with hard squalls and passing showers of rain; a high and confused sea on, causing the ship to pitch very heavy and to strain very much, taking large quantities of water over all; a. m., do. do.; 8, set royals and fly. jib; set gaff and topsail; noon, moderate breeze with strong squalls and showers of rain; all plain sail set; pumps attended to. Lat. obs., 20° 54′; long. acc., 54° 58′ west.
4	7					
6	8					
8	8					
10	8					
12	7	4				
2	7	4				
4	7	4				
6	7	4				
8	7	4				
10	7					
12	6					
						Remarks Wednesday, Jan. 28th, 1863.
2	8		W. by N.	N.NE.		Pleasant breeze and fine weather throughout; all possible sail set to advantage before the wind; pumps carefully attended to; noon, d. weather. Lat. obs., 21° 20′; long. acc., 58° 30′ west.
4	8					
6	8					
8	8			NE.		
10	8	4				
12	8	4				
2	8	4		East.		
4	8	4				
6	8	4				
8	8	4				
10	8	4				
12	8	4				
						Remarks Thursday, 29th Jan., 1863. 97
2	7	4	W.NW.	E.SE.		Pleasant breeze and fine throughout; unbent mizzen and bent another; passed a brigantine bound south; pumps carefully attended to; all possible sail set before the wind to advantage; Wm. Groves, A. S., off duty with sore legs; noon, do. weather. Lat. obs., 22° 34′; long., acc., 61° 30′ west.
4	7	4				
6	7	4				
8	7	4				
10	7	4				
12	7	4				
2	7	4				
4	7	4				
6	7	4				
8	7	4				
10	7	4				
12	7	4				
						Remarks Friday, Jan'y 30, 1863.
2	6	4	W.NW.	E.SE.		Pleasant breeze and fine throughout; employed variously, repairing jib; pumps attended to; all possible sail set to advantage before the wind; noon, do. weather; Wm. Groves, A. S., off duty with bad legs. Lat. obs., 23° 29′; long. acc., 63° 54′ west.
4	6	4				
6	6	4				
8	6					
10	6			NE.		
12	6					
2	6					
4	6					
6	6			E.SE.		
8	6					
10	6					
12	6					
						Remarks Saturday, Jan. 31, 1863. 98
2	5		W. by N.	NE.		Pleasant breeze and fine throughout; people employed variously; pumps carefully attended to; all possible sail set to advantage before the wind; Wm. Groves, A. S., off duty with bad legs; noon, d. weather. Lat. obs., 23° 33′; long. acct., 66° 2′ west.
4	5					
6	5					
8	5			E.SE.		
10	5					
12	5					
2	5					
4	5			East.		
6	5					
8	5					
10	5					
12	5					
						Remarks Sunday, 1st Feb'y, 1863.
2	7		W. by N.	E.NE.		Pleasant breezes and fine; pumps carefully attended to; a. m., do., with passing showers; all possible sail set to advantage before the wind; noon, d. weather. Lat. obs., 24° 18′; long. acc., 69° 4′ west.
4	7					
6	7					
8	7					
10	7					
12	7					
2	7					
4	7					
6	7					
8	7					
10	7					
12	7					

99 MEM.—The cargo book marked K contained a list of all the cases, casks, barrels, &c., with their corresponding marks and numbers, with their length, breadth, depth, and solid contents, all tallying with the bills of lading, and enumerating the articles not the produce of Great Britain, namely, tea, peppee, coffee, ginger, and cloves.

100 United States district court for the southern district of New York.

THE BARQUE "SPRINGBOK," her tackle, apparel, and furniture,
ads.
THE UNITED STATES OF AMERICA.

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The claim of Edward Mortimer Archibald, her Britannic Majesty's consul in and for the city, county, and State of New York, intervening for the interest of the owner of the cargo of the above barque Springbok to the libel of the United States of America:

First. That the above cargo belongs to a British subject at this time out of the jurisdiction of this court, and did so belong, so far as this claimant knows, has been informed, and believes, at the time of its seizure or alleged capture at the time and place referred to in the libel. That the same was an unlawful and unjustifiable seizure, and made when the said vessel was on a legitimate voyage from one British port to another. And he denies that the said cargo (or the said bark) was, at the time of her seizure or alleged capture, or at any time, rightfully subject to capture, nor lawful prize, nor should the said cargo or vessel be condemned or forfeited to the use of the libellants.

Wherefore this claimant, on behalf of the British owner of
101 the said cargo, prays restitution of the same, with amount of reclamation, damages, costs, fees, and expenses.

E. M. ARCHIBALD.
CHARLES EDWARDS,
Proctor and Advocate.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

The within named Edward Mortimer Archibald, being duly sworn, maketh oath and saith: That so far as this deponent knows, has been informed and believes, the circumstances and statements in the above claim are true. Also that the above referred to cargo did, prior to and at the time of the above alleged seizure, and will, if restored, wholly belong to British subjects residing in British possessions.

E. M. ARCHIBALD.

Sworn to at the city of New York, the tenth day of March, 1863, before me.

A. OLDRIN SALTER,
[SEAL.] *Notary Pullic, New York City, as witness thus my hand and seal of office.*

Endorsed: In prize, 17, 450. U. S. district court. The bark Springbok and cargo *ads.* The United States. Claim of E. M. Archibald, esq., H. B. M.'s consul, for owners of cargo, &c.

CHARLES EDWARDS,
Proctor for Claimants.

Filed 10th March, 1863.

102 United States district court for the southern district of New York.

THE BARK SPRINGBOK and her cargo *ads.*
THE UNITED STATES OF AMERICA.

To the hon. Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The claim of Thomas May and also of John E. Oxenbury, of Falmouth, England, as part owners and on behalf of the personal representatives of Richard May, lately deceased, who was also a part owner of the above bark Springbok, her tackle, apparel, and furniture, to the libel of the United States of America:

First. That the said claimants, Thomas May and John E. Oxenbury, are, and always have been, subjects of her Britannic Majesty, and residing at Falmouth, England. And the said Richard May was also such British subject up to the time of his death, and also resided at Falmouth aforesaid up to his decease; and none of them ever threw off his allegiance to her said Britannic Majesty, nor ever declared any intention to do so.

Second. That prior to, and at the time, and ever since the seizure or alleged capture of the said bark Springbok, these claimants
103 and the said Richard May, up to his decease, and his personal representatives since then, were and are her sole owners.

Third. That she is, and always has been, a British vessel belonging to Falmouth, England, sailing at all times under British register and having such register on board at the time of the said seizure or alleged capture.

Fourth. That at the time of such seizure or alleged capture, she had started from one British port, namely, London, (wind-bound at Falmouth,) to another British port, namely, Nassau, New Providence, being an honest voyage with an honest cargo on board, and was to have landed such cargo at Nassau aforesaid; and there, as to such cargo, her voyage would have fully ended.

Fifth. And these claimants deny that the said vessel and cargo were, or that either of them was captured as lawful prize, either at the time or in the latitude and longitude on ocean, by the United States steamer "Sonoma," Stevens commander, mentioned in the libel, or at any other time; although it is true that when she was taken she was making for the harbor of Nassau, (being the Nassau before referred to.)

Sixth. These claimants deny that the said vessel Springbok and cargo were, or that either of them was, at the time of such alleged capture, or at any time since, rightfully subject to any such capture as is so alleged in the libel; nor were they then, nor are they
104 now, lawful prize; nor should they be condemned or forfeited to the use of the libellants. And these claimants insist and say that such seizure and alleged capture was a great maritime wrong, and against all law and subsisting treaty, and admits of no justification.

Seventh. These claimants deny that this court has any jurisdiction of the said vessel and her cargo, or either of them, save so far as to protect the rights of an innocent neutral vessel, bound on the honest and legitimate voyage aforesaid, and the rights of her owners, and to punish the wrongdoers who assumed to seize, or, to use the phrase in the libel, "capture" her, and decree reclamation and release.

Eighth. These claimants deny that the said vessel and cargo were (as alleged in the libel) liable to condemnation.

Ninth. And these claimants protest against the fact of unlading her cargo in New York, (which has, under loose statement, taken place,) and deny that the same was necessary, and claims that all damage done thereby be made good, as well as all such cargo replaced and accounted for.

Wherefore these claimants demand that the said vessel and cargo be released and delivered up to James May, master of her for the said voyage, and son of the claimant, Thomas May, so that she may complete the same, with costs, damages, reclamation, demurrage, and expenses.

THOMAS MAY,
By JAMES MAY.
105 J. E. OXENBURY,
By JAMES MAY.
CHARLES EDWARDS,
Proctor and Advocate.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

James May, being duly sworn, maketh oath and saith: That he is the master of the above bark Springbok, and was so at the time she was seized, as is referred to in the above claim, that such claim is true; that he is direct agent of her part owner, Thomas May, who is his father, and who put her in his charge. That at the time of seizure or alleged capture of the said vessel, the Springbok, with her tackle, apparel, and furniture was, and still is, and if restored will be, the sole property of the said claimants, Thomas May and John E. Oxenbury, and the personal representatives of Richard May, deceased.

JAMES MAY.

Sworn at New York, this ninth day of March, 1863, before me.

A. OLDRIN SALTER,
[SEAL.] *Notary Public, New York City, as witness thus my hand and seal of office.*

Endorsed: United States district court, southern district of New York. In prize, 17, 450. The bark Springbok and cargo *ads.* The United States. Claim of Thomas May, John E. Oxenbury, and representatives of Richard May, owners of vessel.

CHARLES EDWARDS,
Proctor for Claimants.

Filed 10th March, 1863.

106 U. S. district court for the southern district of New York.

THE BARQUE SPRINGBOK, her tackle, &c., and her cargo, *ads.*
THE UNITED STATES.

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The claim of Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., of London, England, and Thomas Sterling Begbie, of London aforesaid, to the libel of the United States of America.

First. That the said claimants, Samuel Isaac, Saul Isaac, and Thomas Sterling Begbie, are and always have been subjects of her British Majesty, and reside at London, England aforesaid, and none of them have ever thrown off their allegiance to the crown of Great Britain, nor ever declared any intention of doing so.

Second. That prior to, and at the time and ever since the seizure or alleged capture of the said barque Springbok and her cargo, these claimants were and have been, and still are, owners of the whole of the said cargo. Also, that the said vessel always was a British vessel.

Third. That such cargo was put on board at a British port, London, England, consigned direct to Nassau, New Providence,
107 another British port, where the whole of the same was to have been landed, and there the voyage as to the same was to have ended, the whole thereof being consigned to Benjamin W. Hart, their agent and consignee at Nassau aforesaid.

Fourth. These claimants deny that the said cargo or the said vessel was lawful prize when seized by the United States steamer Sonoma, as alleged in the said libel. And they say she was, so far as they know and believe, and her cargo was, wrongfully seized and claimed to be captured by the said steamer, when both barque and cargo were on a lawful voyage under the British flag between England and Nassau aforesaid.

Fifth. These claimants deny that the said cargo was, nor do they believe the said barque was, at the time of the alleged capture or at any time, rightfully subject to any such capture as is alleged in the libel, nor then nor now lawful prize, nor condemnable, nor forfeitable to the use of the libellants. And while these claimants do not believe that the said barque, through her owners or master, has done any wrong whereby she has become forfeited or amenable as prize of

war, they deny that such owners or master were, or that any one of them was, the agent of any of these claimants in regard to the said cargo, or of any portion of it. And they are not accountable for their or his acts, or of those of the said vessel in the premises.

Sixth. And these claimants protest against the fact of unloading the cargo of the said barque Springbok, in the port of New York, and they insist that the same was unnecessary. And they claim that all damage done thereby be made good to them, as also that
108 all such cargo be accounted for and replaced.

Wherefore these claimants demand that the said cargo be released and delivered up with costs, reclamation in damages, fees, and expenses.

SAMUEL ISAAC,
SAUL ISAAC,
THOMAS STERLING BEGBIE,
By ALEX'R KURSHEEDT,
Their Agent and Attorney.

Sworn to before me this 24th day of March, 1863.
JOHN A. OSBORN,
U. S. Comm'r.

ALEX'R KURSHEEDT,
Proctor and Advocate for Claimants.

District court of the United States, southern district of New York.

THE BARQUE SPRINGBOK, her tackle, &c., and cargo, *ads.* THE UNITED STATES.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Alexander Kursheedt, proctor for Samuel Isaac, Saul Isaac, and Thomas Sterling Begbie, owners and claimants of the cargo of the barque Springbok, being duly sworn, says that the said Samuel Isaac, Saul Isaac, and Thomas Sterling Begbie are subjects of the British crown, and are now residents of the city of London, England, and are not now, and have not been since the aforesaid seizure, within the United States of America. That it is impossible to communicate with them in time to allow them to make the claim and test affidavit herein.

109 That, as deponent is informed and believes, the said Samuel Isaac, Saul Isaac, and Thomas Sterling Begbie, at the port of London, in England, shipped the said cargo on board the said barque Springbok, bound for Nassau, New Providence, and there to be landed permanently. That, as deponent is informed and believes, the said cargo was the growth, produce, or manufacture of Great Britain.

That, as deponent is informed and believes, the said cargo at the time it was so shipped, at the time of the seizure thereof and of said vessel, and at the present time, was and is, and if restored will be,

the lawful property of the said Samuel Isaac, Saul Isaac, and Thomas Sterling Begbie, and of no other person whomsoever.

That, as deponent is informed and believes, after the said cargo had been placed on board of said barque Springbok, the said vessel duly cleared for the port of Nassau aforesaid, for which port the said cargo was destined as aforesaid.

That, as deponent is informed and believes, it was not intended that the said barque should enter or attempt to enter any port of the United States, or that her cargo should be delivered at any such port, but that the true and only destination of such cargo was Nassau aforesaid, where the said cargo was to be actually disposed of, and proceeds remitted to said claimants.

That, as deponent is informed and believes, the said cargo was not shipped in pursuance of any understanding or agreement, either directly or indirectly, with any of the enemies of the United States, or with any person or persons in behalf of or connected with the
110 so-called Confederate States of America, but was shipped with the full, fair, and honest intent to sell and dispose of the same absolutely in the market of Nassau aforesaid.

And deponent further says, that his information is derived from letters and communications very lately received by this deponent from the aforesaid claimants and from documents in deponent's possession, placed there by said claimants, and that such communications authorize this deponent to intervene and act as agent as well as proctor and advocate for the said claimants as to the above cargo.

ALEX. KURSHEEDT.

Sworn to this 24th day of March, 1863, before me.

JOHN A. OSBORN,
U. S. Comm'r.

Endorsed: 17, 450, in prize. U. S. district court, S. D. of New York. The barque Springbok, her tackle, &c., and her cargo, *a.ls.* The United States. Claim and test affidavit on behalf of cargo.

ALEX. KURSHEEDT,
Proctor, &c., for Claim'ts of Cargo.

Filed March 24th, 1863.

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111 United States district court.

THE UNITED STATES
vs.
THE BARQUE SPRINGBOK and cargo.

To the hon'ble Sam'l R. Betts, judge of the district court of the United States for the southern district of New York:

The undersigned, prize commissioners for the said district, respectfully report to the court:

That the said cargo of the above-named vessel was discharged by the marshal, under their superintendency, into Wheeler & Co.'s stores,

Atlantic docks, Brooklyn, which place was selected by him for that purpose; that Mr. John Perry attended on their behalf upon such discharge and took an inventory of the said cargo, and which, as appears from his affidavit, also hereto annexed, is an accurate and complete list of the whole of the said cargo. That such discharge was made under an order of this court, dated Feb'y 21st, 1863.

All of which is respectfully submitted.

HENRY N. ELLIOTT.

Dated New York, April 9, 1863.

112 *Return of cargo discharged under my supervision from on board of the prize bark "Springbok," by order of the U. S. prize commissioners, and stored in Wheeler's stores, Atlantic dock, Brooklyn.*

Marks.	Numbers and description of merchandise.	
[B.]	47—267.	One case samples.
"	268—533.	One case do.
B.	1 *a* 50.	One case do.
L.		
B. W. Hart, esq., Nassau.		One case do.
Z. S.	3.	One case m'd'ze.
[M. B.] C.	43—44.	Two cases m'd'ze.
[M. B.]		
A.	45 *a* 48.	Four hhds. do.
[M. B.]	1 *a* 10.	Ten kegs saltpetre.
"	11 *a* 25.	Fifteen bbls. mustard.
"	26 *a* 42.	Seventeen bbls. Epsom salts.
J. H.		Eighteen bags pimento.
L.	218.	Ten bags cloves.
W. S. C.		
B. P.	1 *a* 60.	Sixty bags pepper.
113 T. G.		
B.		Four cases root ginger.
N. D. W. B.	17—18	Two cases nutmegs.
M.		Two hundred and twenty bags coffee.
M.	1 *a* 150.	One hundred and fifty chests tea.
M. S.	1 *a* 150.	One hundred and fifty half chests do.
P. P. P.		Two cases drugs.
No marks.		One coil rope.
"		Four bbls. pork.
"		Three water casks.
"		½ barrel pitch.
B.		
L.	1 *a* 50.	Fifty bales dry goods.
[B.]	125 *a* 128.	Four bales dry goods.
[A.]		One hundred and sixty-nine cases do.

[A.]	Thirty-two bales do.
[A.]	1,221 *a* 1,234, 1,247, 1,267 *a* 1,269.
S. I. C. & Co.	Eighteen cases dry goods.
[B.]	Four hundred and fifty-four cases do.

New York, March 11th, 1863.

JOHN PERRY,
For U. S. Prize Commissioners.

In addition to the above, a quantity of tin plate in boxes was left on board the vessel for ballast, there being danger of the vessel heeling over; the quantity could not be ascertained.

JOHN PERRY.

Said to be 606 boxes.

H. H. ELLIOTT.

114 U. S. district court, southern district of New York.

THE UNITED STATES
vs.
THE BARQUE "SPRINGBOK" and cargo.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John Perry, being duly sworn, says that, at the request of the U. S. prize commissioners, he attended upon the discharge of the cargo of the above-named vessel into Wheeler's stores, Atlantic dock, Brooklyn; that he was present at the breaking of the prize commissioners' seals, and during the whole of such discharge, and saw that all of the cargo found on board the said vessel was properly discharged into the said stores. That he, at the same time, took a full and accurate inventory of the cargo so discharged, a copy of which is hereto annexed, and which, to the best of his knowledge, information, and belief, contains a statement of every article found on board, and of the marks thereon, so far as any were legible.

JOHN PERRY.

Sworn to before me this 8 day of April, 1863.

HENRY H. ELLIOTT,
U. S. Prize Com'r.

Endorsed: 17, 450. U. S. district court. The United States *vs.* The barque Springbok and cargo, taken as prize. Prize commissioners' report and discharge of cargo.—E. J.

Filed April 9, 1863.

115 U. S. district court, southern district of New York.

THE BARQUE SPRINGBOK, her tackle, &c., and cargo, *als.* THE UNITED STATES. } In prize.

SIR: Please to take notice that at the opening of the above court at its new rooms, Chambers street, New York, on Monday, the 13th

day of April inst., or as soon thereafter as counsel can be heard, I shall call up the above case, or ask the presiding judge to have it done, and move on the same for hearing. Dated April 8, 1863.

Yours, &c.,

CHARLES EDWARDS,
Proctor for Cl'm'ts.

To E. DELAFIELD SMITH, Esq.,
U. S. Dist. Att'y, &c., &c.

SOUTHERN DISTRICT OF NEW YORK,
City and County of New York, ss:

Patrick Henry McGowan, being duly sworn, says, that on the 8th day of April, 1863, he served a copy of the within notice on E. Delafield Smith, esq., U. S. district att'y, by delivering the same to, and leaving the same with, Mr. H. H. Rice, an assistant United States district attorney, in the U. S. district att'y's office, in the new United States court-rooms, in Chambers st., in said city of New York.

P. H. McGOWAN.

116 Sworn to the 13th day of April, 1863, at the city of New York, before me.

A. OLDRIN SALTER,
Notary Public, New York City.

Endorsed: 17, 450. U. S. district court. The bark Springbok *ads.* The United States. Notice of hearing and proof of service.

CHA'S EDWARDS,
Proctor for Cl'm'ts, &c.

Filed 13th April, 1863.

117 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Monday, the 13th day of April, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE BARK SPRINGBOK, &c., *ads.* THE UNITED STATES. } In prize—17, 450.

The claimants read and file notice of trial, and move for hearing of cause.

On hearing Messrs. Edwards and Kursheedt in support of motion, and the U. S. attorney in opposition thereto, ordered that the motion be denied.

118

119 At a stated term of the district court of the United States of America for the southern district of Yew Nork, held at the

United States court-rooms, in the city of New York, on Wednesday, the sixth day of May, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE BARK SPRINGBOK, her tackle, &c., and cargo. } In prize—17, 450.

The U. S. district attorney reads and files affi't and notice of motion, &c., and moves that the above-named vessel be unladen and her cargo examined, and argues in favor of the motion.

Mr. Andrews argues in support of motion.
Mr. Edwards " " opposition "
Mr. Benedict " " " "
Mr. Kursheedt " " " " and files 2 affidavits.

C. A. V.

120

121 In re Springbok.

The advocates for the claimants respectfully insist that no order for examination of cargo, as asked for by the district att'y, can now be justly granted, inasmuch as the affidavit, and further affidavit of Mr. Kursheedt, now in his honor's hands, when connected with prize commissioners' report, show gross laches on the part of the United States. Also, that if there had been no improper delay on the part of the district attorney, the motion-papers are too loose and general.

Endorsed: In re Springbok.

Protest of advocates for claimants handed in at the suggestion of the judge, showing ground of objection (heretofore made) as to opening cargo.

122 U. S. district court.

THE UNITED STATES
vs.
THE "SPRINGBOK."

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Alexander Kursheedt, of the city of New York, proctor for the claimants of the cargo in this cause, being duly sworn, says, that the barque Springbok was brought in as prize on or about the 10th of February, 1863.

That the examination *in preparatorio* was commenced on the 14th day of February aforesaid, and concluded on the same day.

That the libel against her as prize was filed on the twelfth day of February aforesaid.

That the claims and test affidavits were filed on the 10th and 24th March last; that the counsel for the claimants have ever since been

urging the cause to hearing against the opposition of the district attorney; that the same has been several times noticed for hearing; that it was last noticed for the first day of this present May term, and on the first day of the term, on Tuesday last, the hearing was moved in court on the part of the claimants; but said hearing was opposed successfully by the district attorney, on the ground that Mr. Upton, counsel for the captors, was unavoidably absent. That thereupon the hearing was, by order of the court and by the common consent of the district attorney and the counsel for the claimants, and
123 in the afternoon of the same day, that is to say, yesterday, was for the first time named, a notice of this motion for leave to seek further evidence by an examination of the cargo. And deponent further says, that in his opinion it will cause great injury to the claimants by the injury to said cargo, by opening and handling the same.

ALEX. KURSHEEDT.

Sworn to before me this 6th day of May, 1863.

GEO. F. BETTS,
U. S. Com'r.

The above deponent, Alexander Kursheedt, being further sworn, says, that more than a month ago Mr. Andrews, assistant U. S. district att'y, in his own office, showed him buttons of the character embraced by the present motion, and intimated that they had been taken from the cargo of the Springbok.

ALEX. KURSHEEDT.

Sworn to the 6th day of May, 1863, before me.

A. OLDRIN SALTER,
Notary Public, N. Y. City.

Endorsed: U. S. district court. The Springbok and cargo *ads.* The United States. Affidavits of Mr. Kursheedt in opposition to motion to examine cargo.

A. KURSHEEDT,
Proctor, &c.

Filed 6th May, 1863.

124 U. S. dist. court.

THE UNITED STATES
vs.
THE BARK "SPRINGBOK" and cargo.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Edward M. Morris, being duly sworn, says, that he was recently employed by the United States marshal to attend and oversee the unlading of said cargo on behalf of said marshal; that in discharging said cargo deponent discovered three cases of army and navy buttons, containing the number, so far as deponent could judge, of 800 or 1,000 gross. These buttons were of brass, and some were stamped C. S. N.; others A., I., and C., respectively; and all purported, by the

stamp on the inside, to be manufactured by Isaacs, Campbell & Co., of London, England. Deponent also discovered one case of swords, 1 case of sword bayonets, 10 kegs of saltpetre, and 606 boxes of tin.

EDW'D M. MORRIS.

Sworn to before me this 4th day of May, 1863.

GEORGE P. ANDREWS,
Notary Public, New York City.

Endorsed: U. S. district court. The United States vs. The bark Springbok and cargo. Aff'd'it of Edw'd M. Morris.

125 U. S. district court.

THE UNITED STATES
vs.
THE BARK SPRINGBOK and cargo.

SIR: Please take notice, that upon the papers and pleadings on file herein, and upon an affidavit, with a copy of which you are herewith served, I shall apply to the hon. Samuel R. Betts, judge, &c., at his chambers, in the city of New York, on Wednesday, the 6th day of May instant, at 10 o'clock a. m., or as soon thereafter as I can be heard, for an order directing the marshal or prize commissioners to open and examine the several bales, casks, boxes, and other packages composing the said cargo, and to make a report in writing to the court, showing of what articles the said cargo consists, to the end that it may appear whether the same, or any portion thereof, is contraband of war, and allowing that said report be read in evidence upon the trial of this cause, or for such further or different order as to the judge may seem proper.

Yours, &c.,

E. DELAFIELD SMITH,
U. S. District Att'y.

126 SOUTHERN DISTRICT OF NEW YORK,
City and County of New York, ss:

Ernest P. Brook, being duly sworn, says, that on the fifth instant, at said city, he served a notice, of which the within is a copy, and also a copy of the within affidavit of Edward M. Morris, esq., on Charles Edwards, esq., proctor, &c., herein, by delivering to and leaving the same with a person in charge of, and then being in said Edwards's office, he being absent therefrom at the time of such service.

ERNEST P. BROOK.

Sworn to before me this 6th day of May, 1863.

HENRY H. RICE,
Notary Public, N. Y. City.

Service of a notice, of which the within is a copy, and of a copy of the within affidavit, is hereby admitted.

Dated New York, May 5, 1863.

ALEX. KURSHEEDT,
Proctor for Cl'm'ts.

C. E., person in charge. E. P. B.

Endorsed: U. S. dist. court, 17, 450. The United States *vs.* The bark Springbok and cargo. Aff't and notice of motion.

E. DELAFIELD SMITH,
U. S. Dist. Att'y.

To ALEX'R KURSHEEDT and
CHARLES EDWARDS, Esq'rs.

Filed May 6th, 1863.

127 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Friday the 8th day of May, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE BARK SPRINGBOK, her tackle and cargo. } 17, 450.

Mr. Edwards, advocate for claimants, moves that the above cause be heard, and argues in support of motion.

Mr. Kursheedt, for cl'm'ts of cargo, argues in favor thereof.

Mr. G. P. Andrews, on behalf of the libellants, opposes the motion.

Ordered by the court that the said motion be, and the same is hereby, denied.

128

129 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday the 12th day of May, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE BARK SPRINGBOK and cargo. }

On reading and filing notice of motion, with proof of service, and after hearing the counsel for the libellants and claimants, now, on motion of E. Delafield Smith, U. S. dist. att'y, it is ordered that the marshal cause the packages mentioned in the bills of lading,

marked Nos. 3 & 4 by the prize commissioners, found on board the said vessel, to be opened and examined at a convenient time and place in the presence of the counsel of the respective parties, if they see fit to attend, and that the marshal take an inventory of the contents of the said packages in the presence of the said parties if they attend, and forthwith make a report thereof to the court, showing the character of the contents of the said packages, to abide the further order of the court in the cause.

SAM'L R. BETTS.

130 Vol. 17, No. 450. United States district court for the southern district of New York. The United States *vs.* The bark Springbok and cargo. Order to examine pack'gs Nos. 3 & 4, &c., and report, &c. E. Delafield Smith, U. S. dist. att'y, proctor for libell's.

Filed the 12th day of May, 1863.

131 United States district court, southern district of New York.

THE SPRINGBOK and her cargo
ads.
THE UNITED STATES OF AMERICA.

SIR: You will please to take notice that on an affidavit of which a copy is now served, and its accompanying report, of which you have also now a copy, and on a document in the clerk's office, purporting to be a report of the marshal as to the cargo of the above vessel, I shall move his honor, Judge Betts, at the opening of the district court, on the seventeenth day of October, instant, or as soon as advocate can be heard, that a copy of the report of the marshal, originally on file in this suit, and of which a copy is now served, be inserted in the case which is to go to the Supreme Court, on the appeal herein, in place of the spurious report now on file. That this be done without having to wait any inquiry or reference in regard to conduct or circumstances which have caused the latter to be wrongfully placed on the files; and that such further and other order be made as the dignity of this court requires, and is due to right and justice.

Dated the fourteenth day of October, 1863.

Yours, &c.,

CHARLES EDWARDS,
Proctor for Claimants.

132 To E. DELAFIELD SMITH, Esq.,
U. S. District Att'y.
GEORGE F. BETTS, Esq.,
Clerk, &c., &c., &c.

United States district court, southern district.

THE SPRINGBOK and her cargo
vs.
THE UNITED STATES OF AMERICA.

SOUTHERN DISTRICT OF NEW YORK,
City, County, and State of New York, ss:

Charles Edward, proctor for the claimants in the above suit, being sworn, maketh oath and saith, that an appeal to the United States Supreme Court has been taken to the decree of the district court in the above suit, and a proper bond on appeal given. That thereafter this deponent applied in the office of the clerk of the above court to have the proper case made out, and he was shown what had been got together for that purpose, but on his examining the same he found what purported to be a copy of the marshal's report on the cargo. On this he searched the files, and he found it was a copy of what appeared on file as the original marshal's report. But this deponent is sure it is not the marshal's report which was originally on file, nor is it the one (and they both were the same) which was on file
133 when this cause was heard before his honor Judge Betts.

That in confirmation of this, the deponent states that prior to the argument of the cause before Judge Betts, he had ordered and been furnished, from the office of the clerk of this court, with a copy of the original report, and such copy is hereto annexed, and the same is in precisely the same state as to contents as when supplied to him from the clerk's office, except that in the margin are the following: (1,) (2,) (3,) (4,) (5,) (6,) (7,) (8,) SS, which are all that have been added by this deponent, and he putting the same there simply by way of reference to, and to use, similar marks on his brief.

It will be seen that, in the report now in the clerk's office, a great and most important addition has been made to the original affidavit attached to the report, and contains new matter highly prejudicial to the claimants.

That the original report does not appear to be now on file, altho' deponent knows it was brought into court with the other papers in the suit at the hearing, for this deponent placed it before the presiding judge, and called his attention to parts which he moved should be stricken out. This deponent further saith, that he believes the report now on file has been covered by the outside sheet and endorsement connected with the original report; and this deponent is next to certain that the said original report was not, as the present is, fastened together with a metallic strap.

CHARLES EDWARDS.

134 Sworn at the city of New York, the 14th day of October, 1863, before me.

{ Internal Revenue Stamp. }

A. OLDRIN SALTER,
Notary Public, New York City.

As witness thus my hand and seal of office.

[SEAL.]

A. OLDRIN SALTER,
Notary Public, New York.

CITY AND COUNTY OF NEW YORK, *ss:*

J. P. Campbell, of the said city, clerk, in the office of Mr. Charles Edwards, being duly sworn, says that, on the fourteenth day of October instant, he served E. Delafield Smith, esq., U. S. district attorney, with a notice of motion, of which the foregoing is a copy, and also with copy of above affidavit, and copy report annexed thereto, by leaving the same with Ethan Allen, esq., assistant U. S. district attorney, at the office of Mr. Smith, No. 41 Chambers street, N. Y., said Mr. Smith being absent therefrom at the time.

J. P. CAMPBELL.

Sworn to at New York city, the 16th day of October, 1863, before me.

{ Internal Revenue Stamp. }

A. OLDRIN SALTER,
Notary Public, New York City.

135 Endorsed: 17, 457. U. S. district court, southern dist. of N. Y. The bark "Springbok" *ads.* The United States. Affidavit, &c., & notice of motion, &c. Cha's Edwards, proctor for cl'm'ts. Filed 20th Oct'r, 1863. Due service of within is admitted. Geo. F. Betts, clerk. The within adjourned to Monday, 19 Oct., 1863, at 11 a. m. Sam'l R. Betts. Again adjourned to 20 Oct., 1863, at 11 a. m. Sam'l R. Betts.

136 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the twentieth day of October, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE BARQUE SPRINGBOK, her tackle, &c., and cargo, *ads.* THE UNITED STATES.

On reading and filing notice of motion that a copy of the report of the marshal as to the cargo originally on file (and of which a copy has been served) be inserted in the case, which is to go to the Supreme Court on the appeal herein in the place of the spurious report now on file; that this be done without having to wait any inquiry or reference in regard to conduct or circumstances which have caused the latter to be wrongly placed upon the files, and that such other and further order be made as the dignity of this court requires and is due to right and justice; and also on reading and filing affidavit in support of such motion and copy of the original report thereto annexed; and after hearing, Mr. Charles Edwards, advocate for the motion, and Mr. Andrews, assistant United States district attorney, it is ordered and adjudged, that the copy of report attached to such affidavit, (in the absence of the original,) and as sworn to before R. E. Stilwell, U. S. comm'r, stand in the place of the original, and that the same be used in the apostles or case for the U. S. Supreme

Court on the appeal, and that the spurious report now among
137 the files of the court, sworn to before John A. Osborn, U. S. com'r, be impounded and remain in the clerk's office as a basis for any proceedings which may hereafter be made in relation to the same in any way.

SAM'L R. BETTS.

Approved.

E. DELAFIELD SMITH,
U. S. Dist. Att'y.

By G. P. A.

Filed 20th day of October, 1863.

138 U. S. district court.

THE UNITED STATES
vs.
THE BARK SPRINGBOK and cargo.

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

Pursuant to the order made herein by your honor, on the 12th instant, the undersigned has caused a portion of the above-mentioned cargo, consisting of the packages mentioned in the bills of lading marked by the prize commissioners Nos. 3 and 4, to be opened and examined, and has taken an inventory of their contents, and now begs leave to report that the same contain the following articles, viz:

[A] 214 to 216. Three cases envelopes.
" 244. One case lead pencils.
" (1) 544 to 548, 550, 552, 555 to 565, 779, 216. Twenty bales army blankets, butternut color.
" 976 to 984. Nine cases very coarse felt hats.
" 985 to 987, 989. Four bales woolen under-shirts.
" 994 to 997. Four cases men's white shirts.
" (2) 998. One case assorted needles, manufactured by Isaacs, Campbell & Co., London.
[A] 1221 to 1234. Fourteen cases linen and spool thread.
S. I. C. & Co. 1247. One case linen collars.
" 1267 to 1269. Three cases assorted woollen gloves.
[A] (3) 1264. One case containing about 320 gross (navy) buttons. [These buttons are of the sizes used in the United States navy.] They are made of brass, and are marked on the under side, Isaacs, Campbell & Co., 71 Jermyn street,
139 London. On the upper side they are stamped "C. S. N," with the impress of a foul anchor and two cannon.
" (4) 1265 and 1266. Two cases, containing about 616 gross (army) buttons. [These buttons are of the kind used in the United States army.] They are made of brass, marked on the under side "Isaacs, Campbell & Co., 71 Jermyn st., London." On the upper side some are stamped "I.," others "C.," and others "A."

[A] 1300 to 1335, 1351 to 1435, 1437, 1440. One hundred and sixteen cases assorted Congress gaiters.
" 1351 to 1353. Three cases dry goods.
" (5) 1400 to 1406. Seven bales (army) cloth. [This cloth is of the description used in the United States army, and is of red, yellow, dark blue, light blue, dark green, light green, and other colors.]
" (6) 1406. One case, containing 1[illegible] doz. cavalry swords and 1[illegible] doz. rifle bayonets, manufactured by Isaacs, Campbell & Co.
" 1407. One case gloves, scarfs, neck-ties, &c.
" 1408. One case hair brushes.
" (7) 1336 to 1349. Fourteen cases [army] brogans.
" (8) 1350. One case water-proof [navy] boots.
" 1300 to 1303, 1289. Five cases mens' white shirts.
" 1304. One case men's ribbed under-shirts.
" 1306 to 1308. Three cases mens' drawers.
" 1322. One case men's merino shirts.
[B] 54, 60, 62, 77, 88, 103, 132, 150, 155, 162, 168, 173, 181, 188, 192, 196, 220, 233, 240, 280, 289, 409, 426, 448, 454, 457, 453, 460, 470, 504, 505, 527, 528. Thirty-three cases assorted dry goods.
B. W. Hart. One trunk, containing samples of cargo. [A]
$\frac{B}{L}$ 1 to 50. One case, containing samples of fifty bales of dry goods, marked $\frac{B}{L}$, 1 to 50.
[B] 125 to 128. Four bales dry goods.
140 [A] 264. One bale brown wrapping paper.
[] I C. Two hundred and forty-six boxes tin plate.
[] I X. Three hundred and sixty boxes [illegible] plate.

ROBERT MURRAY,
U. S. Marshal.

SOUTHERN DISTRICT OF NEW YORK:

Robert Murray, U. S. marshal, being duly sworn, says that he personally attended upon the examination of the foregoing articles, composing a portion of the cargo of the bark Springbok, and the foregoing report truly sets forth the character and quantities of said articles.

ROBERT MURRAY,
U. S. Marshal.

Sworn to before me this 27th day of May, 1863.

R. E. STILWELL,
U. S. Com'r.

Endorsed: 17,450, in prize. U. S. district court. The United States *vs.* The bark Springbok, her tackle, &c., and cargo. Copy of the report of the U. S. marshal as to cargo.

Filed 27th May, 1863.

141 U. S. district court, S. D. of New York.

THE UNITED STATES
vs.
THE BARQUE SPRINGBOK, &c., and her cargo.
T. S. Begbie and S. Isaac, Campbell & Co., claimants of said cargo. } In prize.

I hereby consent that Charles Edwards, esq., be substituted in my place and stead as proctor and advocate for the claimants of the cargo in the above-entitled cause.

Dated New York, May 22d, 1863.

ALEX'R KURSHEEDT,
Proctor for Cl'm'ts.

Endorsed: In prize. U. S. district court. The United States, &c., *vs.* The barque Springbok and her cargo. Consent for substitution.

142 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, at the city of New York, on Saturday, the twenty-third day of May, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE BARQUE SPRINGBOK, her tackle, apparel, and furniture, and cargo,
ads.
THE UNITED STATES OF AMERICA. } 17, 450.

On reading and filing the consent of A. Kursheedt, esq., heretofore proctor for claimants of above cargo, and on motion of Mr. Charles Edwards, it is ordered. that the said Charles Edwards be. and he hereby is, substituted as proctor (in the place and stead of Mr. Kursheedt) for the said claimants of cargo.

SAM'L R. BETTS.

In prize vol. 17, No. 450. United States district court for the southern district of New York. The barque Springbok, her tackle, &c., and cargo, *ads.* The United States. Order substituting Mr. C. Edwards as proctor for cl'm'ts of cargo. Charles Edwards, proctor for cl'm'ts of vessel and cargo.

Filed the 23d day of May, 1863.

144 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms in the city of New York, on Monday, the first day of June, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE BARQUE SPRINGBOK, &c., and cargo. } In prize—17, 450.

The U. S. district attorney moves the hearing of this cause, which is allowed. On the coming on of the cause, Mr. Charles Edwards, advocate for the claimants of the cargo, objected to the introduction of the marshal's report of cargo as evidence, and especially moved to have portions of it stricken out, such as "bales, army blankets, butternut color;" "these buttons are of the kind used in the United States army;" "this cloth is of the description used in the United States army." The advocate for the captors objected, and the presiding judge considered that strictly a formal notice of motion to strike out should have been given, but decided to allow any objections to be taken in the course of the general argument.

The advocate for the captors moved to invoke from the prize steamer "Gertrude" (wherein no claim had been interposed, although the return day for appearance was passed) the prize commissioners' return of cargo and bills of lading, and the ship's register, with a view to show that the numbers of the cargo of the Gertrude ran consecutively with the numbers of the cargo of the
145 Springbok also, the same advocate moved to invoke from the prize schooner Stephen Hart (then pending and undecided) the libel, with the claim or answer, with a view to show that the claimants there were claimants in the case of the Springbok, and also the prize commissioners' report of cargo, with a view to show its character.

The advocate for the claimants objected, because the position of these causes (The Gertrude and Stephen Hart) was not such as to allow of invocation; that the parties were variant, and the standing rules of the district court (Rules 30, 31, 32, 33) had not been complied with, and the practice and adjudged cases were also against it. His honor decided to allow the general argument to go on, and let the papers from these cases be referred to, with any objections which might have been or would be made. Before making a decree his honor (under objection) allowed the invocation of such papers. These papers will be found in Schedule A, at the end of this case, and forming part thereof.

The U. S. district attorney reads pleadings, states facts, &c.

Mr. Upton argues for libellants and captors.

Mr. Edwards argues for the claimants. Cause adjourned till to-morrow.

146 1863. June 2.—This cause being still on hearing, Mr. Edwards continues his argument for claimants. Cause adjourned to Thursday next.

" June 4.—This cause being still on hearing, Mr. Edwards continues his argument for claimants. Cause adjourned till to-morrow at 11 a. m.

1863. June 5.—This cause being still on hearing, Mr. Edwards concludes his argument for the claimants.

Mr. Upton argues in reply for libellants and captors.

Briefs to be handed in.

Curia advisari vult.

147 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Saturday the first day of August, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE "BARQUE SPRINGBOK," her tackle, &c., and cargo.

This cause having been heard on the libel, and proofs and testimony taken *in preparatorio*, and after hearing counsel for the libellants and claimants, and due deliberation being had in the premises, now, on motion of E. Delafield Smith, attorney of the United States, it is ordered, adjudged, and decreed by the court, that the bark Springbok, her tackle, &c., and cargo, be condemned and forfeited to the United States, on the ground that the said captured property is lawful prize of war.

And it is further ordered, adjudged, and decreed, that the costs and disbursements herein be adjusted and paid, according to law; and that the clerk of this court issue a writ of *venditioni exponas* to the marshal of the district, returnable on the first day of September 1863, against the said barque Springbok, her tackle, &c., and cargo.

148 That before the sale by the marshal, under the *venditioni exponas* so ordered, the barque Springbok, her tackle, &c., and cargo

That said writ of *venditioni exponas* be executed by the marshal, under the superintendence and direction of the prize commissioners. That the proceeds of such sale be forthwith deposited by the marshal as required by law, and that he make a full and complete return of the said writ into the registry of the court, specifying the amount received for each article sold, and of his deposit aforesaid. That the prize commissioners shall proceed, under the direction of the court, as soon as possible after the entry of this decree, to take the requisite evidence, and report the same to the court, to the end that a final decree may be made herein, determining what public ships of the United States are entitled to share in the prize, and whether the prize was of superior, equal, or inferior force to the vessel or vessels making the capture.

SAM'L R. BETTS.

17, 450. U. S. district court. In prize. The United States of America *vs.* The barque "Springbok," tackle, &c., and cargo. Final decree of condemnation. E. Delafield Smith, U. S. district attorney.

Filed 1st August, 1863.

149 U. S. district court.

THE UNITED STATES, respondents,
vs.
THE BARQUE "SPRINGBOK," her tackle, &c., and cargo, Thomas May & John E. Oxenbury, and the representatives of Richard May, claimants of vessel, and also Thomas Sterling Begbie, and Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell, & Co., claimants of cargo, appellants.

GENTLEMEN: Please to take notice that the above-named claimants appeal to the Supreme Court of the United States from the final decree (and every part thereof) of condemnation entered herein, on the 1st August, 1863, in pursuance of section 7 of the act of Congress approved March 3d, 1863.

Dated New York, August 10, 1862.

Yours, &c.,

CHARLES EDWARDS,
Proctor for Cla'nts and Appl'ts.

To E. DELAFIELD SMITH, Esq.,
U. S. Dist. Att'y, and
GEORGE F. BETTS, Esq., *Clerk.*

150 Endorsed: 17, 457. U. S. district court. The United States *vs.* The barque "Springbok" and cargo. Notice of appeal. Charles Edwards, proctor. Due service of a copy of within is admitted Aug. 10, 1863. E. Delafield Smith, U. S. dist. att'y.

Filed 10th Aug't, 1863.

To Geo. F. Betts, esq., clerk.

151 United States district court for the southern district of New York.

THE UNITED STATES, respondents,
vs.
THE BARQUE "SPRINGBOK," her tackle, apparel, and furniture, and her cargo, Thomas May and John E. Oxenbury, and the representatives of Richard May, and also Thomas Sterling Begbie, and Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., appellants. } In prize.

To the honorable the Supreme Court of the United States:

The appeal of Thomas May, and also John E. Oxenbury, of Falmouth, England, as part owners, and on behalf of the personal repre-

sentatives of Richard May, lately deceased, who was also part owner of the above barque Springbok, her tackle, apparel, and furniture, and also the appeal of Thomas Sterling Begbie, and of Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., all of London, England, owners of the above cargo of the said
152 barque Springbok, respectfully showeth :

That on the twelfth day of February, 1863, the United States filed a libel in the above district court of the United States for the southern district of New York, against the above barque Springbok, her tackle, apparel, and furniture, and cargo, in a cause of prize; and a monition was issued against all the same.

That thereupon and on or about the tenth day of March, 1863, your appellants, Thomas May and John E. Oxenbury, as such part owners and on behalf of the said personal representatives of Richard May, deceased, as further part owner of the said barque, her tackle, apparel, and furniture, filed their claim therein.

That on the same day Edward Mortimer Archibald, esquire, her Britannic Majesty's consul, put in an intervening claim for British owners of the said cargo; and on the twenty-fourth day of March thereafter, your appellants, Thomas Sterling Begbie, and also Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., of London, England, filed their claim to such cargo.

That thereafter such proceedings were had in the said cause, that on the first day of August, 1863, a final decree was made and pronounced thereon by the said district court, wherein it was ordered, adjudged, and decreed that the barque Springbok, her tackle, &c., and cargo be condemned and forfeited to the United States, on the ground that the said captured property was lawful prize of
153 war, which said decree of the said district court is, as these appellants are advised, erroneous, and ought to be reversed.

Wherefore these appellants, Thomas May and John E. Oxenbury, as part owners and on behalf of the personal representatives of Richard May, deceased, as also part owner of the above barque Springbok, her tackle, apparel, and furniture, appeal from so much and such part of the said decree as condemns and forfeits to the United States the said barque Springbok, her tackle, apparel, and furniture, on the ground that the same was lawful prize of war:

While these appellants, Thomas Sterling Begbie, and also Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., as owners of the said cargo of the said barque Springbok, appeal from so much and such part of the said decree as condemns and forfeits to the United States the said cargo of the said barque Springbok, on the ground that the said cargo was lawful prize of war.

And all these appellants respectfully pray that the said decree of the said district court, and the libel, answers, depositions *in preparatorio*, ship's papers, and proceedings in the said cause, may be sent to the Supreme Court of the United States without delay; and that the said Supreme Court will proceed to hear the said cause anew; and that the said decree of the district court, and every part thereof, may be reversed, and a decree made dismissing the said libel, with costs

and damages, or such other decree be made as to the said Su-
154 preme Court shall seem just.

And these claimants and appellants do bring into this court security, according to law, for the due prosecution of the said appeal.

Dated 10 August, 1863.

CHARLES EDWARDS,
Proctor for all and every the above Appellants.

To GEORGE F. BETTS, Esq'r,
Clerk of the above U. S. District Court.
E. DELAFIELD SMITH, Esq'r,
U. S. District Attorney for the Southern District of New York.

Endorsed: 17, 457. In prize. U. S. district court. The United States, resp'd'ts, against the barque Springbok, &c., appellants. Appeal. Charles Edwards, proctor for all appellants.

SIR: Please to take notice that the within is a copy of appeal taken and filed with the clerk of the district court for the southern district of New York.

10 Aug't, 1863. Yours, &c.,
CHARLES EDWARDS,
Proctor for Appellants.

To E. DELAFIELD SMITH, Esq.,
U. S. District Attorney for the Southern District of New York.

Filed 10th August, 1863.

Due service of a copy of appeal herein, and notice endorsed thereon, is admitted.

E. DELAFIELD SMITH,
U. S. Dist. Att'y.

Aug't 10, 1863.

155 By the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York.

To E. Delafield Smith, esq., attorney of the United States, acting on behalf of the United States in the suit in prize of The United States of America, libellants and captors in interest, against The barque Springbok, her tackle, apparel, and furniture, and cargo:

Whereas Thomas May and John E. Oxenbury, of Falmouth, England, as part owners and in behalf of personal representatives of Richard May, lately deceased, who was also part owner and claimants of the above barque Springbok, her tackle, &c., and Thomas Sterling Begbie, and Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., of London, England, claimants of all and every the cargo of said barque, in pursuance of section 7 of the act of Congress approved March 3, 1863, have lately appealed to

the Supreme Court of the United States, at the city of Washington, from a decree rendered by the judge of the district court of the United States for the southern district of New York, made in favor of you the said libellants, and whereby the said barque Springbok, her tackle, &c., and her cargo, were condemned and forfeited as lawful prize of war, and has filed the security required by law: You are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the first Monday of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at the city of New York, in the southern district of New York, the 11th day of August, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the United States the eighty-eighth.

SAM'L R. BETTS.

156 Filed 10th August, 1863.

157 District court of the United States of America for the southern district of New York, in the second circuit.

THE UNITED STATES and captors, libellants,
vs.
THE BARQUE SPRINGBOK, her tackle, &c., and cargo, May and Oxenbury, claimants of vessel, S. Isaacs, Campbell & Co., and Thomas S. Begbie, cl'm'ts of cargo, appellants.
} Bond for costs.

Know all men by these presents, that we, Pierrepont Edwards and Charles Edwards, both of the city of New York, are held and firmly bound unto the above-named libellants and appellees in the sum of five hundred dollars, to be paid to the said libellants, for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the tenth day of August, in the year of our Lord one thousand eight hundred and sixty-three.

Whereas the above-named claimants of vessel and cargo have prosecuted an appeal to the Supreme Court of the United States, at the city of Washington, pursuant to sec. 7 of the act of Congress approved March 3, 1863, to reverse the decree rendered in the above-entitled suit, by the judge of the district court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such, that if the above-named claimants shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their appeal good, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

CHARLES EDWARDS. [L. S.]
PIERREPONT EDWARDS. [L. S.]

Sealed and delivered, and taken and acknowledged, this 10th day of August, 1863, before me.

As to Charles Edwards: GEO. F. BETTS,
U. S. Com'r.

As to Pierrepont Edwards: A. C. WILLMARTH,
Notary Public.

158 UNITED STATES OF AMERICA,
Southern District of New York, ss:

Pierrepont Edwards and Charles Edwards, each being duly sworn, do depose and say that he is worth the sum of one thousand dollars over and above all his just debts and liabilities.

CHARLES EDWARDS.
PIERREPONT EDWARDS.

Sworn to this tenth day of August, A. D. 1863, before me.

[Revenue stamp.] G. F. BETTS,
U. S. Com'r,
As to Charles Edwards.

[Revenue stamp.] A. C. WILLMARTH,
Notary Public,
As to Pierrepont Edwards.

I approve of the sufficiency of the sureties to the within bond.

August 11th, 1863. SAM'L R. BETTS,
District Judge.

Filed this 10th day of August, 1863.

159 Schedule "A" containing the following papers invoked on the heading of the suit in prize of the United States and captors against the barque Springbok, &c., and cargo, (see folio 270,) viz:

In the suit U. S. *vs.* St'r Gertrude and cargo.
No. 1. Prize comm'rs' report of cargo.
2. Bills of lading.
3. Register.
In the suit U. S. *vs.* Sch'r Stephen Hart and cargo.
No. 4. Libel.
5. Claim.
6. Prize Comm'r's report of cargo.

No. 1.

160 United States district court.

THE UNITED STATES
vs.
THE STEAMER GERTRUDE and cargo. } In prize.

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The undersigned, prize commissioners for the said district, respectfully report to the court:

That the said cargo of the above-named vessel was discharged by the marshal under their superintendence into the Union stores, Brooklyn, which place was selected by him for the purpose, that Mr. John Perry attended on their behalf upon such discharge, and took an inventory of the said cargo, and which, as appears from his affidavit, also hereto annexed, is an accurate and complete list of the whole of the said cargo. That such discharge was made in compliance with an order of the court made in the above cause on the 23d day of April, 1863.

All of which is respectfully submitted.

Dated New York, June 1st, 1863.

HENRY H. ELLIOTT,
U. S. P. C.

161 United States district court.

THE UNITED STATES
vs.
THE STEAMER GERTRUDE and cargo. } In prize.

NORTHERN DISTRICT OF NEW YORK, *ss:*

John Perry, being duly sworn, says: That, at the request of the U. S. prize commissioners, he attended upon the discharge of the cargo of the above-named vessel into Wheeler's stores, Atlantic dock, Brooklyn; that he was present at the breaking of the prize commissioners' seals, and during the whole of such discharge, and saw that all of the cargo found on board the said vessel was properly discharged into the said stores. That at the same time he took a full and accurate inventory of the cargo so discharged, a copy of which is hereto annexed, and which, to the best of his knowledge, information, and belief, contains a statement of every article found on board, and of the marks thereon, so far as any marks were legible thereon.

JOHN PERRY.

Sworn to before me this 30th day of May, 1863.

HENRY H. ELLIOTT,
U. S. P. C.

162 Return of the cargo of the prize steamer Gertrude, discharged under the supervision of the undersigned. By order of the U. S. prize commissioners.

Marks, numbers, and description of merchandise:

[B] 10, 20, 25, 30, 52, 61, 83, 101, 135, 139, 140, 142, 144, 149, 153, 155, 158, 163, 174, 175, 180, 191, 193 to 195, 197, 199. Fifty bales hops.

JT
L 5. One case md'se.

G. A. Hapley & Co. C.S. 8. One case md'se.

S [Z] M. 170, 182, 193, 198, 215. Five bales dry goods.

" 137, 119, 162 to 165, 167, 178, 235, 264, 322. Eleven cases ass't drugs.

H. S. 1, 2. Two cases md'se.
[T] 6, 18. Two cases do.
[S] 1, 2. Two cases shoe thread.
J. A. E. 43 to 62. Twenty cases cotton cards.
[A] 89, 93, 98, 99, 102, 108, 118, 119, 121, 130, 131, 135,
T. S. & Co. 141, 143, 146, 149, 152, 153, 162, 163, 166, 163 A, 163 A, 166 A, 168 A. Twenty-five bales paper.
" 1, 2, 7, 18, 20, 23, 29, 24, 39, 40, 44, 46, 55, 59, 61, 62, 64, 73, 75, 77, 81, 170, 169 A. Twenty-three cases md'se.

163 [A] 243, 246, 247, 251 to 257, 264, 265, 267, 271, 273, 275 to 278, 281 to 283, 288, 292, 293, 296, 300, 303 to 305, 307, 317, 319, 321, 323, 325, 328, 329, 339, 341, 342, 345 to 347, 350, 351, 354, 359, 360, 363, 365, 368, 372, 373, 375, 377, 380, 382, 389, 392, 394, 397, 398, 400, 400, 401, 403, 406, 408, 411, 412, 417 to 419, 421, 423 to 426, 428, 432, 437, 435, 440, 445, 446, 449 to 451, 451, 455, 457, 459, 461 to 464, 466, 467, 471, 473, 474, 477, 480, 485, 486, 491, 495 to 497, 501 to 504, 504, 509, 511, 514, 517, 518, 520, 521, 524 to 527, 526, 527, 532 to 534, 600, 608, 621, 634, 644, 650, 665, 667, 671, 674, 677, 697, 698, 700, 706, 715, 723, 780, 782 to 784, 786, 788, 789 to 799, 806 to 808, 811, 812, 896 to 908, 988, 990 to 992, 998, 1285, one bale no number. One hundred and nine bales army blankets.

[A] 1205 to 1214. Ten cases army brogans.
[B] 1 to 26. Twenty-six cases dry goods.
[A] 1170 to 1204. Thirty-five cases boots and shoes.
L F F. Ninety casks soda ash.
Five hundred boxes tin.
Two hundred and forty-eight kegs powder, (100 lbs. ea.)
New York, April 30, 1863.

JOHN PERRY,
For U. S. Prize Commissioners.

164 Endorsed: In prize. U. S. district court. 17, 525. The United States *vs.* The Steamer Gertrude and cargo, in prize. Prize comm'rs' report on discharge of cargo.

E. J.

Filed 1st June, 1863.

165 No. 2.—(H. H. E.)

Shipped in good order and well conditioned, by Henry Adderley & Co., on board the steamship called the Gertrude, whereof Raison is master for this voyage, now lying in the port of Nassau, and bound for St. John's, N. B., to say: ninety-six cases, two hundred and sixty-five bales, nineteen casks, five hundred boxes, two hundred and fifty barrels, being marked and numbered as per endorsement, and are to be delivered in the like good order and condition at the aforesaid port of St. John's, N. B., (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said, as per agreement, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in Nassau, the 8th day of April, 1863.

J. RAISON.

[A] T. S. & Co.	1, 2, 7, 18, 20, 23, 24, 39, 40, 44, 46, 55, 59, 61, 62, 64, 69, 73, 75, 77, 81, 169*a*, 170*a*,	23 cases.
"	89, 93, 98, 99, 102, 108, 118, 119, 121, 130, 131, 135, 140, 143, 146, 149, 152, 153, 162, 163, 166, 163*a*, 166*a*, 168*a*, 163*a*	25 bales.
[A]	988, 990, 993	5 "
	1170–1214	45 cases.
	896–908	13 bales.
	788–799, 806–808, 811–812	22 "
HS.	1–2	2 cases.
[A]	Between 245–778	150 bales.
B		26 cases.
[B]		50 bales.
L F F		19 c'ks.
I. C.		500 boxes.
		250 bbls.

No. 3.—(H. H. E.)

Shipped in good order and well-conditioned, by Henry Adderley & Co., on board the steamship called the Gertrude, whereof Raison is master, now lying in the port of Nassau, and bound for St. John's, N. B., to say: ninety-six cases, two hundred and sixty-five bales, nineteen casks, five hundred boxes, two hundred and fifty barrels, being marked and numbered as per endorsement, and are to be delivered in the like good order and condition at the aforesaid port of St. John's, N. B., (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said, as per agreement, with primage and average accustomed.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in Nassau, the 8th day of April, 1863.

J. RAISON.

[A] T. S. & Co.	1, 2, 7, 18, 20, 23, 24, 39, 40, 44, 46, 55, 59, 61, 62, 64, 69, 73, 75, 77, 81, 169*a*, 170*a*	23 cases.
"	89, 93, 98, 99, 102, 108, 118, 119, 121, 130, 131, 135, 140, 143, 146, 149, 152, 153, 162, 163, 166, 163*a*, 166*a*, 168*a*, 163*a*	25 bales.
[A]	988, 990, 993	5 "
	1170, 1214	45 cases.
	896, 908	13 bales.
	788–799, 806–808, 811–812	22 "

H. S.	1–2	2 cases.
[A]	Between 245–778	150 bales.
B		26 cases.
[B]		50 bales.
I F F		19 casks.
I. C.		500 boxes.
		250 bbls.

HENRY ADDERLEY & CO.

166 No. 3.

Form 9 A—*Steamer.*

Certificate of British registry.

(Royal arms.)

Official number of ship—45767.
Port number, V. F. Q. C.—16.
Date of registry, 10th January, 1863.
Name of ship—Gertrude.
British or foreign built, British—built at Glasgow, county of Lanark, on the 6th of January, 1863.
Port of registry—London.
How propelled—by screw.
Number of decks, one—build, clincher.
Number of masts, two—galleries, none.
Rigged, brig—head, demi woman.
Stern, round—framework, iron.

Measurements.	Feet.	Tenths.
Length from the fore part of stern under the bowsprit to the aftside of the head of the stern-post	164	4
Main breadth to outside plank	21	2
Depth in hold from tonnage deck to ceiling amidships	11	1

Name and address of builder.

Tonnage.	No. of tons.
Tonnage under tonnage deck	247.67
Closed-in spaces above the tonnage deck, if any, viz:	
Space or spaces between decks	" "
Poop	28.31
Round houses being storerooms	2.11
Other enclosed spaces, if any, naming them	" "
Gross tonnage	278.09
Reduction for space required for propelling power	86.87
Register tonnage	$191\frac{22}{100}$

167 Length of engine-room—36 feet — tenths.
Number of engines—two.
Combined power, (estimated horse-power)—one hundred.
Number of horses power—one hundred.
Name and address of engine-maker—the Greenwich Foundry Co., Greenwich.

I, the undersigned, registrar of the port of London, hereby certify that the ship, the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that James Raison, whose certificate of competency or service is No. 15,954, is the master of the said ship; and that the name, residence, and description of the owner, and number of sixty-fourth shares held by him, are as follows:

Name, residence, and occupation of the owner, Thomas Sterling Begbie, of 4 Mansion House Place, in the city of London, ship-owner.
Number of sixty-fourth shares, sixty-four—64.
Dated at custom-house, London, the tenth day of January, one thousand eight hundred and sixty-three.

GEO. EVANS, *Registrar.*

NOTICE.—"A certificate of registry granted under the merchants' shipping act, 1854, is not a document of title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship."

168 No. 4.

District court of the United States for the southern district of New York:

THE UNITED STATES, ETC.,
vs.
THE SCH'R STEPHEN HART and her cargo. } In prize.

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The libel of information in prize filed herein by E. Delafield Smith, district attorney of the United States for the said district, for and on behalf of said libellants, as well as all others who may be interested therein, respectfully represents:

I. First. That on the 29th day of January, 1862, the ship-of-war Supply, of the navy of the United States, George M. Colvocoresses, commander, in or about the latitude of 24° 12′ north, and longitude 82° 31′ west, and near the southern coast of Florida, made capture of the above-named schooner Stephen Hart, with her cargo on board, consisting principally of arms, ammunition, military stores, and supplies, as lawful prize.

II. Second. That said schooner with her cargo were, directly after said capture, placed in charge of a prize master, and sent to the port of New York for adjudication, under convoy of said ship Supply,

and the same have arrived and are now at said port and within the jurisdiction of this court.

III. Third. The libellants aver that the said vessel and her cargo are lawful prize; in attestation of which, and of the several grounds thereof, the papers and documents found on board, and the tes-
169 timony taken in preparatorio, will be duly filed in the registry of this court, and produced on the hearing thereof.

Wherefore the libellants pray that due process of monition and attachment may issue herein, and that after due proceedings had, said vessel and cargo may be condemned and sold by the decree of this court as lawful prize, and that thereafter such proceedings may be had for the disposition of said captured property or its proceeds as are in conformity with the practice of this court, and the laws of the United States in such case provided.

February 17, 1862.

E. DELAFIELD SMITH,
U. S. Dist. Att'y.

Endorsed: In prize. 17, 81. U. S. district court. The United States *vs.* The schooner Stephen Hart and her cargo. Libel. E. Delafield Smith, U. S. dist. att'y.

Filed Feb'y 18th, 1862.

170 No. 5.

District court of the United States, southern district of New York.

THE UNITED STATES
vs.
THE SCHOONER STEPHEN HART, ETC., and her cargo.

KINGDOM OF GREAT BRITAIN,
City of London.

To the honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The claim of Samuel Isaac, on behalf of himself and Saul Isaac, his co-partner, subjects of the crown of Great Britain, merchants and co-partners, trading and doing business in the city of Westminster, England, under the firm, name, and style of S. Isaac, Campbell & Co., said firm having been long established under such name, to the whole of the cargo of the schooner Stephen Hart, now in the custody of the marshal of said district, and to the libel of the United States against said schooner and her cargo, shows:

That they, the said claimants, were at the time of the seizure of the said ship and cargo, and now are, the true and bona fide owners of the said cargo, and that no other person was or is the owner.

Wherefore they, the said claimants, pray that the said cargo may be delivered up to them, as the lawful, sole, and entire property of

subjects of the crown of Great Britain, with damages for the
171 detention thereof and injury thereto, and that the said libel may be dismissed.

SAMUEL ISAAC.

Sworn to, at the Mansion House, in the city of London, before me, this twelfth day of April, 1862.

WILLIAM CUBITT, *Mayor.*
ALEX. KURSHEEDT,
Proctor and Adv.

CONSULATE OF THE UNITED STATES OF AMERICA AT LONDON.

I, Freeman H. Morse, consul of the United States of America for London and the dependencies thereof, do hereby make known and certify to all whom it may concern, that the right honorable William Cubitt, before whom the annexed affidavit was made, as appears by his signature thereto, is lord mayor and chief magistrate of the city of London aforesaid, and that to all acts by him so done full faith and credit are and ought to be given in judicature and thereout.

In testimony whereof, I have hereunto set my hand and affixed the seal of the consulate of the United States, at London aforesaid, this 12th day of April, in the year of our Lord one
[SEAL.] thousand eight hundred and sixty-three, and in the eighty-sixth year of the independence of the said United States.

F. H. MORSE.

172 District court of the United States, southern district of New York.

THE UNITED STATES
vs.
THE SCHOONER STEPHEN HART, ETC., and her cargo.

KINGDOM OF GREAT BRITAIN,
City of London.

Samuel Isaac, of 71 Jermyn street, in the city of Westminster, England, merchant, being duly sworn, says that he and Saul Isaac are co-partners, trading and doing business at No. 71 Jermyn street aforesaid, under the firm, name, and style of S. Isaac, Campbell & Co., and that they are, respectively, residents of England, and subjects to the Queen thereof.

That on or about the second day of December, one thousand eight hundred and sixty-one, and for some days previously, the deponent and his said co-partner, partly at the port of London, and partly at the port of Erith, both in England, shipped on board the schooner Stephen Hart, a vessel then and now belonging to John Myer Harris, of Liverpool, in the county of Lancaster, England, and Sherboro', on the western coast of Africa, and bound for Cardenas, in the island of Cuba, a cargo of goods mentioned in the claim hereunto annexed,

the growth, produce, or manufacture of Great Britain, and consisting of arms, ammunition, and military clothing.

That the said cargo at the time it was so shipped, at the time of the seizure of the said vessel, and at the present time, was and
173 is the lawful property of this deponent and his said co-partner, and of no other person whomsoever.

The said cargo having been placed on board of the said schooner Stephen Hart, the crew of the said vessel was first shipped, and she duly cleared for the port of Cardenas aforesaid, for which port said cargo was destined; that said vessel, which then was, and now is, a British vessel, sailed under the British flag.

That it was not intended that the said schooner should enter or attempt to enter any port of the United States, or that the cargo should be delivered at any port in the United States; that the true and only destination was Cardenas, where the same was to be delivered, and the vessel was thence to sail to Africa, if she obtained a suitable cargo for that country.

That such cargo, if discharged from arrest, will be the true and bona fide property of this deponent and his said co-partner and no other person, and that no other person will be entitled to the delivery thereof or the possession of the same.

SAMUEL ISAAC.

Sworn to, at the Mansion House, in the city of London, this 12th day of April, 1862, before me.

WILLIAM CUBITT, *Mayor.*
ALEX. KURSHEEDT,
Proctor and Adv.

174 CONSULATE OF THE UNITED STATES OF AMERICA AT LONDON.

I, Freeman H. Morse, consul of the United States of America for London and the dependencies thereof, do hereby make known and certify to all whom it may concern, that the right honorable William Cubitt, before whom the annexed affidavit was made, as appears by the signature thereto, is lord mayor and chief magistrate of the city of London aforesaid, and that to all acts by him so done full faith and credit are and ought to be given in judicature and thereout.

In testimony whereof, I have hereunto set my hand and affixed the seal of the consulate of the United States, at London aforesaid, this 12th day of April, in the year of our Lord one thousand eight hundred and sixty-two, and in the eighty-sixth year of the indepedence of the said United States.

F. H. MORSE.

{ American consulate seal, London. }

Endorsed: 17, 81. U. S. district court, S. D. of New York. In prize. The United States *vs.* The schooner Stephen Hart, &c., and her cargo. Claim and test-oath of S. Isaac, Campbell, & Co. Alex. Kursheedt, proctor cl'm'ts.

Filed May 1st, 1862.

No. 6.

175 U. S. dist. court.

THE UNITED STATES, &c.,
vs.
THE SCHOONER STEPHEN HART and her cargo, taken as prize.

To the honorable Samuel R. Betts, judge of the district court within and for the southern district of New York:

The undersigned, prize commissioners of this district, would respectfully report: That in pursuance of an order made in the above-entitled cause on the 14th day of February, 1862, whereby they authorized and directed to place all of the cargo of the above-named schooner, which consists of arms, powder, and munitions of war, in the custody of the commandant of the United States navy yard at this port, to be by him kept with the same effect as if still in their custody, and to make an inventory of all articles so delivered by them to the said commandant, and file the same in the registry of this court; that at the time of such delivery, or prior thereto, the said powder be appraised by A. G. Hazard, esq., as sole appraiser, and the arms and other munitions of war, by Orison Blunt, esq., as sole appraiser, and their report filed with such inventory, they caused all of the cargo of the said schooner Stephen Hart, consisting of arms, powder, and munitions of war, to be placed in the custody of the commandant of the navy yard, as directed by the said order; that the same
176 was discharged from the said vessel and placed in the ordnance store at the navy yard, Brooklyn, by or under the direction of the aforesaid Orison Blunt, esq., and the same were duly appraised by him, as will appear by his report thereof on file in the registry of this court.

That the undersigned did thereupon cause to be made, under their direction, a true and complete inventory of all the articles so delivered by them to the aforesaid commandant, which is hereto annexed, marked A, and filed herewith in the registry of this court.

That by the report of the appraisers, which is herewith filed in the registry of the court as aforesaid, it appears that the value of the entire property mentioned on the inventory so made as aforesaid, is two hundred and thirty-eight thousand eight hundred and forty-one dollars and thirty-seven cents, ($238,841 37.)

All which is respectfully submitted.

New York, March 24th, 1862.

HENRY H. ELLIOTT,
E. H. OWEN,
U. S. Prize Com'rs.

177 A.

287 cases of long Enfield rifles, $\frac{58}{100}$ bore, triangular bayonets, with implements, each case containing 20 arms; in all, 5,740.

287 arm chests for the above.

108 cases of short Enfield rifles, $\frac{58}{100}$ bore, sabre bayonets and triangular bayonets assorted, with implements, each case containing 20 arms; in all, 2,160.

108 arm chests for the above.

33 cases of carbines, $\frac{58}{100}$ bore, Enfield pattern, rifled, with sabre bayonets, implements complete, each case containing 20 arms; in all, 660.

33 arm chests for the above.

20 bales of cartridge paper for Enfield rifles and other small arms, weighing in all 13,197 lbs.; 13,597 gross, 400 tare.

132 cases of British rifled muskets, with triangular bayonets, each case containing 20 arms, pattern of 1851, $\frac{72}{100}$ bore; in all, 2,640.

10 cases British muskets, smooth-bore, triangular bayonets, $\frac{75}{100}$ bore, each case containing 20 arms; in all, 200.

16 cases of Brunswick rifles, sabre bayonets, each case containing 20 arms; in all, 320.

16 cases for the above.

15 cases, each containing 25 cavalry sabres, iron scabbards; 375 in all.

12 sets of large stocks, dies and taps, with wrench.

6 the same as the above, small.

1 case containing 5,000 cones for Enfield rifles.

10 sets of steel letters.

9 sets of figures.

9 hammers and rests.

178 11 pairs of panniers of medicine.

1 case of medical lint—200 lbs.

170 bales of gray blankets, each bale containing 40 blankets, weighing $4\frac{3}{4}$ lbs.; the blankets number, in all, 6,800.

40 bales of white blankets, each bale containing 40 blankets, each blanket weighing 5 lbs.; number of blankets, in all, 1,600.

3 bales of white blankets, each containing 50 blankets, each blanket weighing $5\frac{1}{4}$ lbs ; number of blankets, in all, 150.

6 cases, containing bayonet scabbards, pattern of 1851; in all, 4,250.

2 cases, containing sergeant equipments, 75 in each case; 150 sets.

2 cases.

4 cases containing Enfield rifled musket bayonet scabbards:

2 cases,	700 each	1,400
1 "	800	800
1 "	570	570
	In all	2,770

4 cases.

2 cases, containing 2 each, 4 in all, of Capt. Blakely's rifle cannon, $2\frac{3}{4}$-inch bores; carries 61-pd'r shot; 2 cases.

1 case, containing 2,000 bags, made of serge, for Blakely's cannon cartridges; 1 case.

56 cases, each case containing 18 shell, for Blakely's rifle cannon, $2\frac{3}{4}$ bore, loaded and capped; in all, 1,008, covered with lead.

84 cases, containing Enfield rifle fixed ammunition cartridges:

24 cases,	2,500 in each	.....	60,000
60 "	1,000 " "	.....	60,000
	In all	.....	120,000

179 2 cases, containing 50,000 each, percussion caps; 100,000 in all; 2 cases.

8 cases of gun slings, containing as follows:

2 cases,	500 each	.....	1,000
3 "	800 "	.....	2,400
3 "	700 "	.....	2,100
	In all	.....	5,500

8 cases.

27 cases, containing 80 pouches each, or cartridge boxes; 2,160 in all; 27 cases.

93 cases of knapsacks, as follows:

25 cases,	containing 40 each	.....	1,000
58 "	" 45 "	.....	2,610
1 "	" 35 "	.....	35
9 "	" 50 "	.....	450
	In all	.....	4,095

93 cases.

41 cases, containing ball-bags, waist-belts, body-belts, and frogs:

39 cases,	containing 100 each	....	3,900 sets.
1 "	" 60	.....	60 "
1 "	" 40	.....	40 "
			4,000

41 cases.

100 cases, containing 1,000 each, of Brunswick rifle cartridges, $\frac{64}{100}$ of an inch bore.

410 cases, containing Minie rifle cartridges for $\frac{69}{100}$ of an inch calibre, each case containing 1,000.

5 cases, containing cartridges for smooth-bore English muskets, $\frac{75}{100}$ in. bore, 1,000 in each case, round ball and two buck-shot.

180 8 bales of gray army cloths.

[WDH.]

Bale No. 3,	containing	.....	145 yds.
" " 12,	"	.....	194 "
" " 7,	"	.....	195 "
" " 9,	"	.....	194 "
" " 8,	"	.....	194 "
" "13,	"	.....	191 "
" "11,	"	.....	191 "
" "10,	"	.....	242 "
	In all	.....	1,546 yds.

181 [WDH.]

54 bales of steel-mixed gray army cloth, for uniforms, as follows:

Bale No.	477,	4	pieces,	containing	205	yds.
" "	483,	4	"	"	209½	"
" "	449,	4	"	"	208½	"
" "	464,	4	"	"	208½	"
" "	437,	4	"	"	213	"
" "	313,	6	"	"	264	"
" "	446,	4	"	"	211½	"
" "	480,	4	"	"	207½	"
" "	467,	4	"	"	206	"
" "	462,	4	"	"	206	"
" "	443,	4	"	"	210	"
" "	451,	4	"	"	209	"
" "	482,	4	"	"	211	"
" "	472,	4	"	"	207	"
" "	441,	4	"	"	211	"
" "	455,	4	"	"	209	"
" "	478,	4	"	"	207	"
" "	460,	4	"	"	206	"
" "	471,	4	"	"	208½	"
" "	457,	4	"	"	207½	"
" "	484,	4	"	"	210½	"
" "	440,	4	"	"	211	"
" "	469,	4	"	"	207½	"
" "	479,	4	"	"	206½	"
" "	473,	4	"	"	207½	"
182						
" "	450,	4	"	"	209½	"
" "	481,	4	"	"	207	"
" "	461,	4	"	"	210	"
" "	475,	4	"	"	209	"
" "	442,	4	"	"	210½	"
" "	445,	4	"	"	210	"
" "	436,	4	"	"	207	"
" "	438,	4	"	"	210	"
" "	439,	4	"	"	207½	"
" "	466,	4	"	"	208½	"
" "	485,	4	"	"	209½	"
" "	477,	4	"	"	205	"
" "	486,	5	"	"	257½	"
" "	474,	4	"	"	207	"
" "	456,	4	"	"	208	"
" "	448,	4	"	"	207	"
" "	454,	4	"	"	209	"
" "	476,	4	"	"	207½	"
" "	468,	4	"	"	203½	"
" "	459,	4	"	"	207	"

"	"	453, 4	"	"	.....	207½ "
"	"	458, 4	"	"	.....	206½ "
"	"	447, 4	"	"	.....	209½ "
"	"	470, 4	"	"	.....	244 "
"	"	465, 4	"	"	.....	209½ "
"	"	487, 5	"	"	.....	266½ "
"	"	463, 4	"	"	.....	208 "
"	"	444, 4	"	"	.....	211½ "
"	"	452, 4	"	"	.....	211½ "
						11,453½ yds.

183 Case No. 24.—1 case containing 210 gross of brass buttons for infantry, artillery, and cavalry for the rebel army, marked C. S. A., weighing 315 lbs.

29½ lbs. of drab sewing silk.

Case No. 1.—1 case containing 150 gross of brass buttons, marked as the above, weighing 225 lbs.

Case No. 25.—1 case containing 180 gross of brass buttons, marked as above, 270 lbs.

40 gross of black buttons.

Case No. 26.—1 case containing 85 gross brass buttons, marked as the above, weighing 125 lbs.

20 bales containing stockings, as follows:

19 bales containing 50 doz. each.

1 bale containing 36 doz. each, making in all 986 doz., or 11,832 p'rs of stockings.

3 bales cont'g 1,200 p'rs each, 3,600 p'rs in all.

20 cases containing brogan shoes, extra quality, 100 p'rs in each case; in all, 2,000 p'rs —20 cases.

8 cases containing russet shoes, Blucher pattern, as follows:

6 cases, 75 p'rs each.

1 case, 80 p'rs.

1 case, 62 p'rs, making in all 592 p'rs—8 cases.

10 cases containing black leather shoes, Blucher pattern, as follows:

9 cases, 75 p'rs each.

1 case, 87 p'rs each, making in all 762 p'rs.

4 cases cont'g water-proof covers for mess tins, 3 of 550 each.

1 of 570

Making in all 2,220

184 [WDH.] Case No. 14.—1 case containing trimmings for army clothes and uniforms, as follows:

1,253 y'ds Silecia sleeve linings.

7 gross blue square cord.

4 gross blue woollen tracing cord.

Case No. 17.—1 case cont'g trimmings for army clothes and uniforms, as follows:

1,164 y'ds Silecia sleeve linings.
13 gross black woollen square cord.
4 gross black tracing braid.

Case No. 12.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,145 y'ds black Silecia sleeve linings.
32 gross blue woollen tracing cord.

Case No. 10.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,154 y'ds brown Silecia sleeve linings.
4 gross blue square woollen cord.
12 gross blue woollen tracing braid.

Case No. 11.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,168 y'ds black Silecia sleeve linings.
26 gross pantaloon lace.

Case No. 3.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,209 y'ds drab Silecia sleeve linings.
8 lbs. drab thread.

Case No. 5.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,264 y'ds drab Silecia sleeve linings.
7 gross blue square cord.
4 gross blue tracing braid.

185 Case No. 16.—1 case con'g trimmings for army clothes and uniforms, as follows:
515 y'ds drab Silecia sleeve linings.
33 gross black square cord.
3 gross black tracing braid.

Case No. 15.—1 case cont'g trimmings for army clothes and uniforms as follows:
131 y'ds of buckram.
6 gross blue square trimming cord.

Case No. 9.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,212 y'ds brown Silecia sleeve linings.
7 gross blue square cord.
4 gross blue tracing braid.

Case No. 4.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,521 y'ds sleeve linings, drab Silecia.

Case No. 6.—1 case cont'g trimmings for army clothes and uniforms, as follows:
1,153 y'ds brown Silecia sleeve linings.
7 gross blue square cord.
2 gross blue tracing braid.

Case No. 7.—1 case cont'g trimmings for army clothes and uniforms, as follows:

1,150 y'ds drab Silecia sleeve linings.
14 gross black square cord.

Case No. 18.—1 case cont'g trimmings for army clothes and uniforms, as follows:
34 gross black square cord.
54 gross black tracing braid.

186 Case No. 22.—1 case cont'g trimmings for army clothes and uniforms, as follows:
84 lbs. of black thread.
12 lbs. of white thread.
72 p'rs of scissors.
2 doz. of thimbles.
84 gross of wood buttons.
57 gross of horn buttons.
20 gross of hooks and eyes.

No number.—1 case cont'g trimmings for army clothes and uniforms, as follows:
25 p'rs of scissors.
5 p'rs of shears.
77 gross of wood buttons.
10 gross of wood buttons.
56 y'ds of canvas.
13 gross of hooks and eyes.
61 lbs. of black thread.

No number.—1 case cont'g trimmings for army clothes and uniforms, as follows:
13½ gross of pantaloon braid.
11 gross of blue square cord.
583 y'ds of slate linen.
328 y'ds of brown canvas.

Bale No. 19.—1 bale cont'g trimmings for army clothes and uniforms, as follows:
1,818 y'ds of steel-mixed alpaca.

Bale No. 20.—1 bale cont'g trimmings for army clothes and uniforms, as follows:
1,821 y'ds steel-mixed alpaca.

Bale No. 12.—1 bale con'g trimmings for army clothes and uniforms, as follows:
115 y'ds black Silecia sleeve lining.
250 y'ds brown canvas.

187 [WDH.] Bale No. 23.—1 bale con'g 4 pieces (109 y'ds) of scarlet cloth for army uniforms.

8 bales cont'g white twilled flannel for lining for army overcoats, as follows:

Bale No. 431.—1 bale cont'g 25 pieces,	25 y'ds ea.,	625 y'ds.
Bale No. 432.—1 bale cont'g 25 pieces,	25 y'ds ea.,	625 y'ds.
Bale No. 433.—1 bale cont'g 25 pieces,	25 y'ds ea.,	625 y'ds.
Bale No. 429.—1 bale cont'g 25 pieces,	25 y'ds ea.,	625 y'ds.
Bale No. 436.—1 bale cont'g 25 pieces,	25 y'ds ea.,	625 y'ds.
Bale No. 435.—1 bale cont'g 25 pieces,	25 y'ds ea.,	625 y'ds.

Bale No. 434.—1 bale con'tg 25 pieces, 25 y'ds ea., 625 y'ds.
Bale No. 430.—1 bale cont'g 25 pieces, 25 y'ds ea., 625 y'ds.

In all..... 5,000 y'ds.

[WDH.]—5 bales cont'g white twilled flannel and brown Holland for linings for army overcoats, as follows:

Bale No. 13.—1 bale cont'g 20 pieces flannel, 25 y'ds ea., and cont'g 13 pieces brown Holland..... 451 y'ds.
Bale No. 15.—1 bale cont'g 20 pieces flannel, 25 y'ds ea., and cont'g 13 pieces brown Holland..... 451 y'ds.
Bale No. 12.—1 bale cont'g 20 pieces flannel, 25 y'ds ea., and cont'g 13 pieces brown Holland..... 451 y'ds.
Bale No. 14.—1 bale cont'g 20 pieces flannel, 25 y'ds ea., and con'g 13 pieces brown Holland..... 451 y'ds.
Bale No. 11.—1 bale cont'g 20 pieces flannel, 25 y'ds ea., and cont'g 13 pieces brown Holland..... 451 y'ds.

In all..... 2,500 y'ds flannel.
In all..... 2,225 y'ds brown Holland.

8 bundles cont'g 1 tarpaulin, each cont'g 20 × 10.
11 bundles cont'g 1 tarpaulin, each measuring 20 × 13.

188 S×C. Case No. 1021.—1 case cont'g buttons for army uniforms and clothing, as follows:

20 gross black silk vest buttons.
70 gross black silk vest buttons.
120 gross white linen buttons.
140 gross white agate buttons.
96 gross white agate buttons.
72 gross white pearl buttons.
12 gross white pearl buttons.
39 gross white bone buttons.
20 gross white pearl buttons.
12 gross white horn buttons.
5 gross white horn buttons.
66 gross white linen buttons.
50 gross black wood buttons.
14 gross pearl buttons.
7 gross pearl buttons.
5 gross horn buttons.
21 gross white and black bone buttons.
100 gross black wooden buttons.
78 barrels containing 100 lbs. each of cannon powder, in all 7,800 lbs.

New York, March 24, 1862.

E. H. OWEN,
HENRY H. ELLIOTT,
U. S. Prize Com'rs.

189 Endorsed: U. S. dist. court. In prize. 17, 81. The United States, &c., *vs.* The schooner Stephen Hart and her cargo. Prize commissioners' report. Inventory and appraisement of cargo, in compliance with the order of the court of 14th Feb'y, 1862. Filed March 25th, 1862.

190 U. S. district court.

THE UNITED STATES, libellants and appellees,
vs.
THE BARK SPRINGBOK and cargo, the claimants and appellants. } In prize.

GENTLEMEN: Please take notice that upon the papers on file herein, and upon the minutes of trial of his honor Judge Betts, and upon the "apostles" which have been made up herein, I shall apply to his honor Samuel R. Betts, at his chambers, in the U. S. court buildings, 41 Chambers street, New York city, on Tuesday, the 27th instant, at 11 o'clock a. m., or as soon thereafter as counsel can be heard, for an order directing that copies of these papers on file in the cases of the steamer Gertrude and schooner Stephen Hart, which were invoked upon the trial of this cause, and which have been omitted from said "apostles," be made by the clerk and included in the "apostles" to be sent, in this case, to the U. S. Supreme Court, or for such other order as to judge may seem proper.

Yours, respectfully,

E. DELAFIELD SMITH,
U. S. Dist. Att'y.

To CHARLES EDWARDS, Esq.,
Proctor for Claimants.
GEORGE F. BETTS, Esq.,
Clerk of the U. S. Dist. Court.
NEW YORK, *October* 26, 1863.

191 SOUTHERN DISTRICT OF NEW YORK,
City and County of New York, ss:

Ernest P. Brook, being duly sworn, says that on the twenty-sixth instant, at No. 35 Pine street, in said city, he served a notice, of which the within is a copy, on Charles Edwards, esq., proctor, &c., herein, by delivering to and leaving the same with such Edwards, personally, on the day aforesaid.

Sworn to before me this 27th day of October, 1863.

ERNEST P. BROOK.
HENRY H. RICE.
Notary Public, N. Y. City.

Endorsed: 17, 457. U. S. district court. In prize. The United States, libellants and appellees, *vs.* The bark Springbok and cargo. E. Delafield Smith, U. S. dist. att'y. Notice of motion to amend

apostles. To Charles Edwards, esq., claimants' proctor, &c. George F. Betts, clerk of the U. S. district court. Service hereof admitted October 27, 1863. Geo. F. Betts, clerk, p'r J. A. O. Filed October 27, 1863.

192 United States district court, southern district of New York.

THE SPRINGBOK AND CARGO *ads.* THE UNITED STATES.

CITY AND COUNTY OF NEW YORK, *ss:*

Charles Edwards, being sworn, maketh oath that he was advocate for claimants on the hearing of this cause; that on such hearing, the advocate for the captors, under objection from this deponent, moved to invoke from the case of the Gertrude the register, prize commissioners' return of cargo and bills of lading, and also from the case of the Stephen Hart, claim and prize commissioners, with a view to show the character of the cargo of the Stephen Hart, and that its owners were the same as those who claimed the cargo of the Springbok; also that the numbers forming the cargo of the Gertrude would complete the numbers of the cargo of the Springbok, and that Thomas Sterling Begbie, who was a part claimant of cargo of the latter, was owner of the ship Gertrude. The judge would not pass upon any objections at the time, but allowed reference to be made to the papers; whereupon the counsel for the captors read from the same, that this was at or about the commencement of the argument of such advocate for the captors. And these were the only papers he read from. And this deponent denies that, as the "apostles" are made up, any papers invoked from the aforesaid cases have been
193 omitted; indeed, such "apostles" contain even more papers from them than were actually invoked.

CHARLES EDWARDS.

[Internal Revenue Stamp.] Sworn at the city of New York, this 27th day of October, 1863, before me.

[SEAL.] A. C. WILLMARTH, *Notary Public.*

Endorsed: 17,457. In prize. U. S. district court, southern district, N. Y. The Springbok, &c., *ads.* The United States. Affidavit of Mr. Cha's Edwards, proctor for cl'mt.

Filed Oct'r 27, 1863.

194 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the 27th day of October, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE BARK SPRINGBOK, tackle, &c., and cargo. } In prize.

On reading and filing a notice of motion, with proof of service of the same upon Charles Edwards, esq., proctor, &c., and George F. Betts, esq., clerk, &c., for an order directing that copies of those papers on file in the cases of the steamer Gertrude and schooner Stephen Hart, which were invoked upon the trial of this cause, and which have been omitted from the "apostles" made up by the clerk herein, be made by the clerk and included in the "apostles" to be sent in this case to the U. S. Supreme Court. And after hearing the U. S. district attorney in favor of said motion, and Charles Edwards, esq., in opposition, and after hearing an affidavit read by Mr. Edwards on behalf of the claimants, it is ordered that said motion be, and the same is hereby, denied; the judge considering that any application to amend the "apostles" must be made to the U. S. Supreme Court.

SAM'L R. BETTS.

New York, Oct. 27, '63.

195 Order denying motion to amend apostles.

E. DELAFIELD SMITH,
U. S. Dist. Att'y.
CHA'S EDWARDS,
Proctor for Claimants.

Filed 27th day of October, 1863.

Rubens
Letters

Supreme Court of the United States.

IN PRIZE.

THE BARQUE "SPRINGBOK," AND HER CARGO,
Appellants,

ads.

THE UNITED STATES,
Respondents.

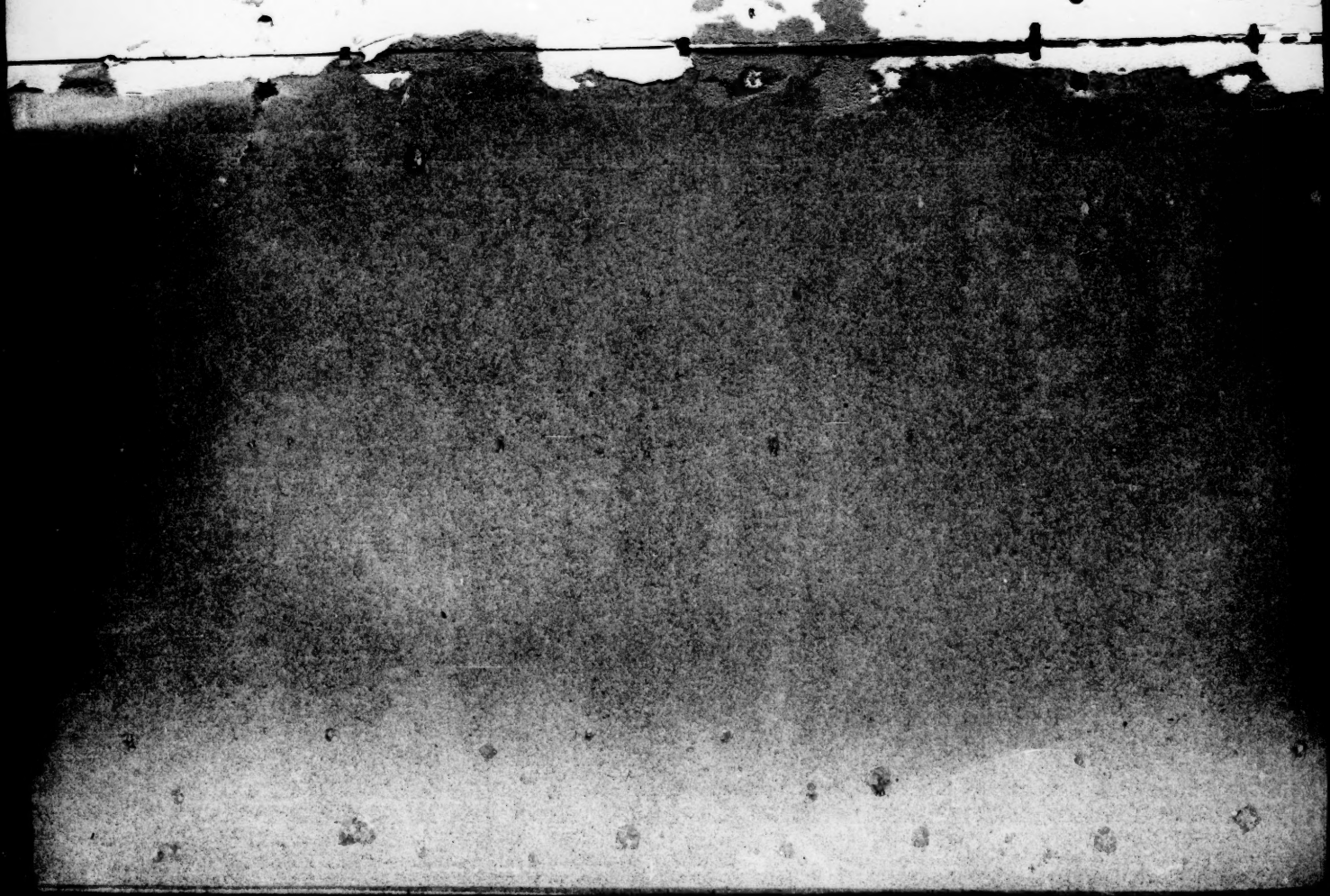
STATEMENT,

Facts, Pleadings and Points.

JAMES M. CARLISLE,
CHARLES EDWARDS,
Advocates for Claimants.

NEW YORK:
WM. C. BRYANT & CO., PRINTERS, 41 NASSAU ST., COR. LIBERTY.

1865.



FACTS.

In the month of December, 1862, the British barque *Springbok* was lying in the London docks; and there took in a general British cargo for the port of Nassau, New Providence, an English possession.

All this was done under a charter-party executed in London, and which is among the ship's papers.

She carried her British register; bills of lading for Nassau; letter of instructions to the master; letter to consignee there; certificate of clearance for Nassau; charter-party, cargo deliverable at Nassau; manifest of cargo from London to Nassau; shipping articles, voyage from London to Nassau; log-book showing voyage from the one place to the other.

Nothing of an extraordinary character happened on her voyage until the third of February, 1863, when she was stopped by the United States ship *Sonoma*, and held as prize of war. At this time she was in latitude 25° 35′ N., longitude 73° 40′ W., so that when seized she had not reached Nassau by about 200 miles. Being at that time eastward of Nassau, and she was steering direct for that port.

The *Springbok* was brought to New York, by a prize crew; and depositions *in preparatorio* were taken.

Vessel and cargo were condemned in the District Court of the United States for the Southern District of New York.

At the time of condemnation, the presiding Judge gave his views in the short opinion of which a copy will be found in the *Appendix*, No. 1, page 27.

Appeal is now taken.

PLEADINGS.

LIBEL.—Folio 1.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, *against* THE BARK SPRINGBOK, Tackle, &c., and Oargo.	In Prize.

To the Honorable Samuel R. Betts, Judge of the District Court of the United States for the Southern District of New York:

The libel of information in prize, filed herein by E. Delafield Smith, attorney of the United States for the Southern District of New York, on behalf of said libellants, and of the naval captors in interest, respectfully represents to this Honorable Court:

First.—That the bark or vessel called the "*Springbok*," with the goods, wares and merchandise laden therein, was captured as lawful prize, on or about the third day of February, 1863, on the Atlantic Ocean, in latitude 25° 35′ north, longitude 73° 40′ west, *making for the harbor of Nassau*, by the United States steamer "*Sonoma*," Lieutenant Commander T. H. Stevens, United States Navy, commanding.

Second.—That the bark or vessel called the *Springbok* with the goods, wares and merchandise laden therein, were, at the time of such capture and are now rightfully subject to such capture, and were and are a lawful prize, and as such should be condemned and forfeited to the use of the libellants.

Third.—That the bark or vessel called the *Springbok*, with the goods, wares and merchandise laden therein, have been brought to the port of New York, and are now at said port, and within the jurisdiction of this honorable Court.

Fourth.—That by reason of the premises, the said bark or vessel called the "*Springbok*," her tackle, apparel and furniture, with the goods, wares and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned and forfeited as lawful prize to the libellants.

That all and singular the premises are and were true, and within the jurisdiction of this honorable Court; in attestation whereof, the said attorney exhibits the said vessel's papers and the documents, &c. found on board, together with the testimony of the witnesses duly taken *in preparatorio* by the Prize Commissioners appointed by this Honorable Court, which are or will be duly filed in the registry of this Court.

Wherefore, the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this Honorable Court against the said bark or vessel called the *Springbok*, and her tackle, apparel and furniture, and the goods, wares and merchandise laden therein, in this behalf to be made, and that all persons interested in the said vessel and her cargo may be cited to answer in the premises; and that all due proceedings being had therein, this Honorable Court may be pleased to decree for the condemnation and forfeiture aforesaid, and that the said bark, her tackle, apparel and furniture, with the goods, wares and merchandise laden therein, may be condemned as lawful prize to the use of the said United States.

Dated New York, February 12, 1863.

(Signed)

E. DELAFIELD SMITH,
United States District Attorney.

Preliminary Claim by British Consul. (*Folio* 100, p. 44.)

THE UNITED STATES OF AMERICA,
against
THE BARK SPRINGBOK, &c., and Cargo.

To the Honorable Samuel R. Betts, Judge of the District Court of the United States for the Southern District of New York.

The claim of Edward Mortimer Archibald, Her Britannic Majesty's Consul, in and for the city, county and State of New York, intervening for the interest of the cargo of the above bark *Springbok* to the libel of the United States of America.

1st. That the above cargo belongs to a British subject at this time out of the jurisdiction of this Court, and did so belong, so far as this claimant knows, has been informed and believes, at the time of its seizure or alleged capture at the time and place referred to in the libel.

That the same was an unlawful and unjustifiable seizure, and made when the said vessel was on a legitimate voyage from one British port to another.

And he denies that the said cargo (or the said bark) was at the time of her seizure or alleged capture, or at any time, rightfully subject to capture; nor lawful prize, nor should the said cargo or vessel be condemned or forfeited to the use of the libellants.

Wherefore, this claimant, on behalf of the British owner of the said cargo, prays restitution of the same, with amount of reclamation, damages, costs, fees and expenses.

E. M. ARCHIBALD.

CHARLES EDWARDS,
Proctor and Advocate.

[Test oath annexed.]

Claim of owners of cargo. (*Folio* 107, *p.* 47.)

U. S. DISTRICT COUUT,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

THE BARQUE SPRINGBOK, her tackle, &c., and her cargo,

ads.

THE UNITED STATES.

To the Honorable Samuel R. Betts, Judge of the District Court of the United States for the Southern District of New York:

The claim of Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., of London, England, and Thomas Sterling Begbie, of London aforesaid, to the libel of the United States of America.

First—That the said claimants, Samuel Isaac, Saul Isaac and Thomas Sterling Begbie are and always have been subjects of Her British Majesty, and reside at London, England aforesaid, and none of them have ever thrown off their allegiance to the Crown of Great Britain, nor ever declared any intention of doing so.

Second.—That prior to and at the time and ever since the seizure or alleged capture of the barque *Springbok* and her cargo, these claimants were and have been and still are owners of the whole of the said cargo; also, that the said vessel always was a British vessel.

Third.—That such cargo was put on board at a British port—London, England—consigned direct to Nassau, New Providence, another British port, where the whole of the same was to have been landed, and there the voyage, as

to the same was to have ended, the whole thereof being consigned to Benjamin W. Hart, their agent and consignee at Nassau aforesaid.

Fourth.—These claimants deny that the said cargo or the said vessel was a lawful prize when seized by the United States steamer "*Sonoma*," as alleged in the said libel; and they say she was, so far as they know and believe, and her cargo was wrongfully seized and claimed to be captured by the said steamer when both barque and cargo were on a lawful voyage, under British flag, between England and Nassau aforesaid.

Fifth.—These claimants deny that the said cargo was, nor do they believe the said barque was, at the time of the alleged capture, or at any time, rightfully subject to any such capture as is alleged in the libel; nor then nor now a lawful prize, nor condemnable nor forfeitable to the use of the libellants. And while these claimants do not believe that the said bark, through her owners or master, has done any wrong, whereby she has become forfeited or amenable as a prize of war, they deny that such owners or master were or that any of them was the agent of any one of these claimants in regard to the said cargo, or of any portion of it; and they are not accountable for their or his acts, or of those of the said vessel in the premises.

Sixth.—And these claimants protest against the fact of unloading the cargo of the said bark *Springbok* in the port of New York; and they insist that the same was unnecessary, and they claim that all damage done thereby be made good to them, as also that all such cargo be accounted for and replaced.

Wherefore these claimants demand that the said cargo be released and delivered up, with costs, reclamation in damages, fees and expenses.

SAMUEL ISAAC,
SAUL ISAAC,
THOMAS STERLING BEGBIE.
By ALEX. KURSHEEDT,
their Agent and Attorney.

[Test oath follows.]

CLAIM OF THE OWNERS OF THE BARQUE "SPRINGBOK," HER TACKLE, &c. (Folio 102, p. 45.)

(*Title.*)

To the Honorable Samuel R. Betts, Judge of the District Court of the United States for the Southern District of New York:

The claim of Thomas May, and also of John E. Oxenbury, of Falmouth, England, as part owners, and on behalf of the personal representatives of Richard May, lately deceased, who was also a part owner of the above barque *Springbok*, her tackle, apparel and furniture to the libel of the United States of America.

First.—That the said claimants, Thomas May and John E. Oxenbury, are and always have been subjects of Her Britannic Majesty, and residing at Falmouth, England. And the said Richard May was also such British subject up to the time of his death, and also resided at Falmouth aforesaid up to his decease, and none of them ever threw of his allegiance to Her said Britannic Majesty, nor ever declared any intention so to do.

Second.—That prior to and at the time and ever since the seizure or alleged capture of the said bark *Springbok*, these claimants and the said Richard May, up to his decease, and his personal representatives since then were and are her sole owners.

Third.—That she is and always has been a British vessel, belonging to Falmouth, England, sailing at all times under British register, and having such register on board at the time of the said seizure or alleged capture.

Fourth.—That at the time of such seizure or alleged capture, she had started from one British port, namely, London (windbound at Falmouth), to another British port, namely, Nassau, New Providence, being an honest voyage,

with an honest cargo on board, and was to have landed such cargo at Nassau aforesaid; and there, as to such cargo, her voyage would have fully ended.

Fifth.—And these claimants deny that the said vessel and cargo were, or that either of them was, captured as lawful prize, either at the time or in the latitude and longitude on ocean, by the United States steamer *Sonoma*, Stevens, commander, mentioned in the libel, or at any other time, although it is true that, when she was taken, she was making for the harbor of Nassau (being the Nassau before referred to.)

Sixth.—These claimants deny that the said vessel *Springbok* and cargo were, or that either of them was, at the time of such alleged capture or at any time since rightfully subject to any such capture as is so alleged in the libel; nor were they then nor are they now lawful prize; nor should they be condemned or forfeited to the use of the libellants. And these claimants insist and say that such seizure and alleged capture were a great maritime wrong, and against all law and subsisting treaty, and admits of no justification.

Seventh.—These claimants deny that this Court has any jurisdiction of the said vessel and her cargo, or either of them, save so far as to protect the rights of an innocent neutral vessel, bound on the honest and legitimate voyage aforesaid and the rights of her owners and to punish the wrong-doers who assumed to seize or, to use the phrase in the libel, "capture" her and decree reclamation and release.

Eighth.—These claimants deny that the said vessel and cargo were (as alleged in the libel) liable to condemnation.

Ninth—And these claimants protest against the fact of unlading her cargo in New York (which has, under loose statement, taken place); and they deny that the same was necessary; and claim that all damage done thereby be

made good, as well as all such cargo replaced and accounted for.

Wherefore, these claimants demand that the said vessel and cargo be released and delivered up to James May, master of her for the said voyage, and son of the claimant, Thomas May, so that she may complete the same, with costs, damages, and reclamation, demurrage and expenses.

THOMAS MAY, by JAMES MAY.
JOHN E. OXENBURY, by JAMES MAY.
CHARLES EDWARDS,
Proctor and Advocate.

(Test oath annexed.)

POINTS.

I.—In prize, the *onus probandi* rests upon the captors. They must make out a case sufficient to allow seizure and justify condemnation.

The Rosalie and Betty, 2 C. Rob., 343.
The Countess of Lauderdale, 4 Ib., 283 as quoted in *Miller* vs. *The Resolution*, 2 *Dallas*, at p. 22.

The *Springbok* was in open sea when taken, about four hundred miles from any port of the United States, with a destination direct to Nassau, N. P., which she had not yet reached by some 200 miles. She was still to the eastward of it.

As to Invocation of Papers—see folios 144, 145, (*p.* 63) *and folios* 159, *et seq.* (*p.* 69.)

II.—The papers in the cases of the other alleged prize vessels, *The Stephen Hart* and *The Gertrude*, ought to be cast aside.

They were allowed to be introduced against well established principles of international law and contrary to standing rules of Court.

Should these papers be admissible, they have not force enough to cause a decree of condemnation.

And if admissible, the party producing must take the face of them as truthful.

This was not a case in which there was any order or application for further proof.

It is exclusively upon a ship's papers and the examinations *in preparatorio*, that the cause is to be heard in the

first instance: The *Dos Hermanos*, 2 Wheaton, 76; *The Pizarro*, Ib. 227; *The Amiable Isabella*, 6 Ib., 1.

"The evidence to acquit or condemn with or without "costs or damages, must, in the first instance, come merely "from the ship taken, viz.: the papers on board and the "examination on oath of the master and other pricipal offi- "cers." Report of Sir George Lee, Dr. Paul, Sir Dudley Ryder and McMurray (Lord Mansfield) contained in the letter of Sir William Scott and Dr. Nicoll to John Jay, Esq. *Wheaton on Captures*, Appendix, 310.

Papers in other cases are not invoked before further proof is ordered or allowed; and rules sleep until then.

Treatise and adjudged cases show this and confirm the cardinal rule above referred to: that a prize case must be first heard on ship's papers and depositions *in preparatorio.*

Thus Story on Prize Cases (Pratt, p. 26.) After speaking of cases opened for further proof. "In cases *where further proof is admitted* on behalf of captors, they may introduce papers taken on board of another ship, if they are properly verified by affidavit." (Same matter, 2 Wheaton, Appendix p. 506.)

Cases of invocation *after* further proof: *The Sarah*, 3 C. Rob., 380; *The Vrendschap*, 4 *Ib.*, 166; *The Romeo*, 6 *Ib.*, at p. 357; *The Zulema*, 1 Acton, 14.

And even further proof, which is the portal through which invocation must come, is rarely allowed, unless there be something in the original evidence which lays a suggestion for prosecuting the inquiry further: *The Sarah* supra; and where the case is perfectly clear and not liable to any just suspicion, the disposition of the Court leans strongly against the introduction of extraneous matter, and against permitting the captors to enter upon further enquiry: *Ib.* The most ordinary cases of further proof are where the cause appears doubtful upon the original papers and the answers to the standing interrogatories. Story on Prize Court (Pratt,) 24.

And even if this had been a case for further proof, and the same had been ordered, the papers in the other suits have been allowed to be dragged in by a seeming invocation, (fo. 144, '5,) but without formality, notice, affidavit, in

fact against the standing prize rules of the District Court. (See copy of rules 30, 31, 32, 33, in the Appendix to the present points, No. 2, p. 28). Papers invoked are at fo. 159, *et seq.*

1. Under Rule 30, invocation is not allowed, except under special mandate of Judge :—there was none here.

2. It, the invocation, could only be allowed on affidavits satisfying the Court that such papers were material and necessary; Rule 31.—Here, it was allowed without any affidavit.

3. By the 32d Rule, application for permission to invoke must be on service, at least two days previously, of notice thereof, and a copy of the affidavit on the claimants or their agents (if known to be in port). No service was made.

4. The 33d Rule allows an invocation, of course, when the *same claimants intervene* for different vessels or cargoes, and *proofs are taken in the respective causes, and the causes are on the dockets for trial* at the same time. These were not the same claimants. Indeed, in the *Gertrude* there was no claimant at any time. It was a case by default. Although her register showed that Thomas Sterling Begbie was owner of her (the vessel), yet a British ship's register, or as it is generally called, *certificate of registry*, is no proof of title. In confirmation, see the notice at the foot of the register of the *Gertrude*, fo. 167: "Notice.—A cer- "tificate of registry, granted under the Merchant's Ship- "ping Act, 1854, is not a document of title"; and her cargo was owned by H. Adderly & Co. The owner of the *Stephen Hart* was a man named Harris, while the owners of the *Springbok* were May & Co. The owners of the *Stephen Hart* are S. Isaac, Campbell & Co. alone, and not in connection with Thomas Sterling Begbie, while the cargo of the *Springbok* is claimed by the former and the latter. And it was conceded that the case of the *Stephen Hart* was not then on the calendar.

Aside from rules, the principle, in cases of invocation, is that the suit (invoked from) should be between the same parties; *Dearle* vs. *Southwell*, 2 Lee, 93.

In this case there is invocation of two *ex parte* reports of cargoes, made by U. S. prize commissioners, in the absence of claimants; and also a United States libel.

The cardinal principle is that a prize vessel is to be tried through its own papers and depositions *in preparatorio*. If a Court departs from this, it should keep within its rules; and not show, by abandoning them, that they are not to control. A party has the right to the benefit of a rule against his opponent. Rules of a Court may bend, but the cause for it should be so urgent that injustice would occur did it not take place, especially as the doctrine is, that so long as a rule of Court remains unrepealed, it cannot be dispensed with in a particular case: *Thompson* v. *Hatch*, 3 Pick., 512. Written rules are respected on account of their certainty: *Fullerton* v. *Bank of N. S.*, 1 Peters, U. S. Rep., 604.

And it is essential to the correct administration of prize law, that the regular modes of proceeding should be observed with the utmost strictness. Justice Story, in *The Dos Hermanos*, 2 Wheaton, p. 80.

Even depositions taken on further proof in one prize case, cannot be invoked in another: *The Experiment*, 4 Wheaton, 84—by parity (outside of rules) the documents invoked in the present case ought to be excluded.

The case of the *Stephen Hart* has not yet come to final hearing. It stands on appeal upon the calendar of the present Court (No.). And none of her papers militate against, or touch the *Springbok* or her cargo. While, if invocation can be made of the claim of S. Isaac, Campbell & Co., with accompanying test affidavit of Samuel Isaac (fo. 170–1–2), the same is to be taken as true showing that the cargo by the *Stephen Hart* was neutral, with a destination to a neutral port, Cardenas, in Cuba.

As to the return of the cargo of the *Gertrude* invoked: Although made by a Mr. John Perry, a person attending on behalf of Prize Commissioners, it should have been made and verified by them. This return is used with a view to show that numbers marked on packages would go to complete those used upon the cargo of the *Springbok*.

A Court should be more watchful of the introduction of extraneous matter and what worms its way around standing rules, in a case where the record shows a spurious report was managed to be got upon the files (see fo. 131 to 138).

A very careful examination of the reports of cargoes of the *Gertrude* and *Springbok* will show that they do *not* tally or dovetail. (See analysis in the Appendix No. 3, page 29.) And even if they did, the whole question is, on this neutral voyage of the *Springbok*. We are trying the case of the *Springbok* through her papers and depositions. She has left her track nowhere else. To use the words of Lord Stowell, in the case of the *Concordia*, 1 C. Rob., 119, "The ship was taken alone, and, as far as it appears, wholly unconnected with any other."

As to cases in our own Courts coupled with invocation: The *George*, 1 Wheat., 408, was one for further proof—"permission to make further proof," not an attempt at invocation on the first hearing. And the *Experiment*, 8 Wheat., 261, was of the same character: p. 267, "The captors have had full notice of the difficulties of their case, and *after an order for further proof*, which should awaken extraordinary diligence," &c., &c.

III.—This suit stands clear of blockade and of enemy property. The ship's papers are in order, and that they are so, is confirmed by the depositions *in preparatorio*. Everything shews a voyage from one neutral port (London,) to another neutral port (Nassau,) and the dropping of cargo and ending voyage at the latter.

Her papers: 1. British Register, (folios 68, '9, 70,) owners, Thomas May, of Gerrons, in the county of Cornwall, ship owner; Richard May, of do. do., Master Mariner; John Eddy of do. do., gentleman." I hereby certify that James May, the number of whose certificate is 11088, has this day been appointed master. E. M. Lawrence, Pr. Regr."

Deposition of *James May*, the master. (Fols. 16, 17.)

"The vessel was owned by May & Co.; I know the owners of the vessel by the ship's papers and by the fact that Mr. May, of the firm of May & Co., is my father. The owners are English, and all reside with their families in Falmouth, where they have resided all their life. They are subjects of Great Britain."

2. Bills of lading. (Fols. 50, 51, 52, 53, 55, 57.) "Bound for "Nassau, N. P."—"to be delivered in the like good order "and condition at the aforesaid *Port of Nassau, N. P.*, "unto order"—"as per charter party."

3. Charter Party. (Fo. 65.) "Between Barter & Co., by authority of T. May, owner of *Springbok*, now in W. I. docks, and Thomas Sterling Begbie of London." She is thereunder to take a full cargo of lawful merchandise "and "being so loaded shall therewith *proceed to Nassau or so* "*near thereunto as she may safely get and deliver same*, on "being paid freight as follows, &c." "The freight to be "paid one half in advance on clearance from Custom House, "subject to insurance, and the remainder in cash *on delivery* "at the current rates of exchange." Bills of lading to be signed by master at current rate of freight, if required, without prejudice to this charter party. It being agreed that master or owners have absolute lien on cargo for all freight, dead freight, demurrage or other charges. Ship "to be consigned to *charterer's agent at port of unloading*, "free of commission. Thirty running days are to be al- "lowed the said freighter (if the ship is not sooner des- "patched,) for loading said ship at port of loading and "*discharging at Nassau.*"

4. Letter of instructions to the master, (fol. 59.)

"London, 8 Dec., 1862, Billiter street.

"Captain JAMES MAY,

Barque *Springbok:*

"Dear Sir,—Your vessel being now loaded, you will proceed *at once to the port of Nassau, N. P., and on arrival report yourself to Mr. B. W. Hart there, who will give you*

orders as to the delivery of your cargo and any further information you may require," &c. &c.

5. Letter to agent of consignee, directed "B. W. Hart, *Nassau.*" (Fol. 63.)

"Dear Sir,—Under instructions from Messrs. S. Isaac, Campbell & Co., of Jermyn street, we enclose you bills of lading for goods shipped per *Springbok*, consigned to you. Trusting to safe arrival of the ship, we are, dear sir," &c., &c.

Endorsed, "Pr. Springbok, B. W. Hart, Esq., Nassau, N. P., consignee's letter."

6 and 7. London Custom House certificate, (fol. 61,) from London *to Nassau.* Certificate of clearance, (fol. 62.) Destination of voyage, *Nassau, N. P.*

8. The Manifest. (Fol. 67.) "Manifest of cargo on "board the British built barque *Springbok*, May, master, "of 198 tons, and 11 men, London *to Nassau.*"

9. Log book (at fol. 72,) kept by the mate. Headed "Logbook of the barque *Springbok*, on a voyage from London *to Nassau.*"

10. Shipping articles, November, 1862, (fol. 71.) Crew British, "*on a voyage from London to Nassau, N. P.*, thence, if required, to any other port of the West India Islands, American ports, British North America, East Coast of South America and back to the final port of discharge in the United Kingdom or continent of Europe, between the Elbe and Brest, and finally to a port in the United Kingdom; voyage probably under 12 months."

Case of samples among the cargo (fol. 112,) was marked B. W. Hart, Esq., Nassau, (the consignee.)

Depositions in preparatorio. May, master, (fol. 17.) "Her lading was first put on board of her in London, about November, 1862; the ship was consigned *to B. W. Hart & Co., at Nassau*, and the cargo to order of "char-

terers endorsed on bills of lading." The goods were to be delivered *at Nassau* for account and risk of Bagbie & Co., London, the charterers."

C. T. L. Hertel, mate. (Fol. 25.) "When we left London we stopped at Falmouth, and from that port we proceeded *direct on our voyage to Nassau.* I do not know where we intended to go after leaving Nassau. *We intended to discharge our cargo at that place.*

Captain May. (Fols. 19, 20.) "The vessel, at the time of her capture, was steering to sight Harbor Island, on the way to Nassau, and her course was not altered, and was at all times directed to the place to which her ship's papers claim she was destined, and was about 200 miles from Nassau."

The mate Hertel. (Fol. 30.) "The said vessel was steering on a course due West at the time of our first seeing the Sonoma. Our course was not altered upon the appearance of that vessel, but we continued the same until the time of the capture. *Our course was at all times, when the weather permitted, directed to Nassau.* We were not sailing wide of or beyond that place."

Patrick Kearns, boatswain. (Fol. 38.) "The vessel was "bound to Nassau on the voyage wherein she was taken." (Fol. 38.) "As far as I know I suppose the vessel was "steering for Nassau, which was, I should think, a couple "of hundred miles distant. I do not know that her course "had been altered."

The libel itself admits that the *Springbok* was on the Atlantic Ocean "making for the harbor of *Nassau.*" (Fol. 1.)

The bills of lading tally precisely with the marks, &c. upon the merchandize and the reason why two sets of the latter appear, is, that one copy was enclosed in the letter to the consignee.

Invoices were to be sent forward, as is now customary, by steamer. The master says in his deposition, (fol. 19,) "I believe that invoices and duplicate bills of lading were "to be sent to Nassau by mail steamer."

An invoice is not what is known as a "Ship's Paper;" a manifest is. The former is made out by a shipper to and for his own agent and consignee, so as to show price and charges.

The master has no control over an invoice. Whenever it happens to be on board, it is enclosed in a sealed letter from shipper to consignee.

The captain cannot know anything of cargo which is boxed up or contained in bales, save so far as they are mentioned in bills of lading, upon which he wisely puts "Contents unknown."

The charter party in this case was made free of commissions, so there was less requirement for an invoice. And invoices carry with them little authenticity, being easily fabricated where fraud is intended: Marshall on Ins., 408.

Even where all necessary and ordinary ship's papers are not on board (an invoice is not strictly one of them) a Court will look into all circumstances before condemnation or will allow of further proof: Pratt's Law of Contraband, Introduction XII.; Story, Justice, in *The Amiable Nancy*, 3 Wheat., at p. 561.

It is not to be forgotten that as the *Springbok* was going from a British port and bound to another English port, an invoice was in no way required. She did carry a full manifest—a manifest which is to be construed with the fact that it was intended for the home (neutral) port of Nassau.

No duties were payable, and, therefore, an invoice was not wanted in connection with them. And the reason why the articles of tea, coffee, ginger, pimento, cloves and pepper are specified on bills of lading (fol. 50) was, that these articles are foreign to England, and they are, by rule and custom, to be designated, from the fact of being dutiable, and the country requires to know, through periodical returns, the quantity of goods, subject to duty, which have been transhipped.

IV.—The whole case of the *Springbok* is, really, in one point—neutrality. Was she bound from neutral port to neutral port? If so, there is an end of all detention. This decided, wrong commences by holding.

A prize case is to lose nothing by being tried in any particular country. The law and practice of nations has no locality.

The *Maria*, 1. C. Rob., 350-1.

Where papers are all clear and examinations *in preparatorio* show neutrality, there ought to be immediate discharge.

The *George*, 9 Wheaton, 408.

Character of cargo is in such case as nothing.

A neutral has a right to carry any kind of merchandise from one neutral port to another neutral port.

It may consist of warlike weapons and their appliances.

The substance of the article does not make it contraband.

It does not even get its name "Contraband" until it is going, positively moving, to an enemy's port—a hostile port.

Pratt on Contraband, at page XIX., Introduction.

The *Imina*, 3 C. Rob., 186.

Historicus, treating of the case of the *Trent*, page 191: "In order to constitute contraband of war, it is absolutely essential that two elements concur, viz., a hostile quality and a hostile destination. If either of these elements is wanting, there can be no such thing as contraband. Here there is a hostile destination, but no hostile quality. Hostile goods, such as munitions of war, going to a neutral port are not contraband. Here there is a hostile quality but no hostile destination."

It would appear, by the case of the *Anna Galley* (Pratt on Contraband, 1 to 24), that a neutral may send to a neutral port, where it is evident that the cargo is afterwards to be sold to an enemy.

But the question of contraband cannot arise in the case of the *Springbok*. There is no evidence whatever of any ultimate destination other than that of Nassau. Her cargo was the production of and belonged to neutrals; it came

from neutral territory; was going to neutral port; and the neutrality being thus perfect, the word contraband would be inapplicable. The movements, then, of the *Springbok*, are lawful, and her cargo must be considered as remaining intact, and a Court has no prize power over its species, quality or quantity.

The only point is, destination. Owners of merchandise deposited their goods on board the *Springbok*, in London, and she stipulated for its direct transportation to Nassau. Here was a contract, made by neutrals, of their own property, in neutral territory, to be performed on neutral ground, and with which, it is respectfully insisted, foreign belligerents had nothing to do, and cannot gainsay.

The doctrine to be found in the case of the *Concordia* (1 C. Rob.. 119), should have great weight.

And also what fell from Sir George Hay, in *The Hendric and Alida*, Hay and Marriot, at p. 127: "It would be too high for any such Court of Justice as this, to assert that the Dutch may not carry, in their own ships, to their own colonies and settlements, everything they please, whether arms or ammunition or any other species of merchandise, provided they do it with the permission of their own laws. And if they act contrary to them, I am no Judge of the laws of Holland. I cannot enfore them."

No neutral vessel, while on the sea, can be seized by the war vessel of another country, unless she has infringed the laws of that country, and has been pursued therefor; or, in time of war, has been guilty of wrong under the law of nations. The *Sringbok* has not committed herself under either.

Certainly not under United States law, for she had not got within four hundred miles of our coast. And there is not—never was—a cloud upon her character. Nor, under international law.

In the absence of this, her cargo should have been as sacred, between one British port and another British port, as it would be if it were on its way from England to Scotland. Neutral country, England; neutral country, Scotland. Nentral country at London; neutral country at Nassau—all belonging to the same sovereign. Distance between one neutral port and another is nothing. It is as

though there was immediate sale and delivery in neutral territory. Space retires—shrinks away. The sovereignty of Great Britain hovered over the *Springbok* and her cargo, on her voyage, as though she were still in British waters, in spirit, principle and right. And all this, in the law of the world, is yet with her.

Although a war may be raging between two foreign countries, or a civil war be going on in either, it does not alter the action or rights of commerce by neutrals between neutral ports. It is as free as ever—as though there were peace all the world over. It is a fair question whether the cargo of the *Springbok* may not be considered as though she were still in her home port, London. England, at peace, owning an island near the shore of a belligerent, owes nothing to that belligerent in regard to her imports into it through her own vessels.

Destination of vessel and not ulterior destination of cargo, vests right to seize and condemn. No government has a right to interfere with the possible ultimate destination of the cargo after delivering at a neutral port.

The following is part of a dispatch which appeared in the public newspapers, being a dispatch from the Secretary of State to the Secretary of the Navy.

DEPARTMENT OF STATE,
August 8th, 1862.

"I am directed by the President to ask you to give the "following instructions explicity to the navy officers of the "United States. It is the duty of the naval officers to be vigilant in searching and seizing vessels of whatever nation which are carrying contraband of war to the insurgents of the United States. That when the visit is made, the vessel is not to be seized without a search, carefully made, so far as to render it reasonable to believe that she is engaged in carrying contraband of war to the insurgents and to their ports, or otherwise violating the blockade, and that if it shall appear that she is actually bound and passing from one friendly or so called neutral port to another, and not bound or proceeding to or from a port in the possession of the insurgents, then she cannot be lawfully seized."

V.—Although contraband does not arise, still, supposing that the case could be tortured into a something which might have a color of contraband; What would the alleged contraband amount to?

Cloth in the bale never has been deemed contraband, and the U. S. Marshal chooses to designate it, cloth of the description used in the *United States* Army (and giving all its colors.)

Contraband says Hautefeuelle, affects those articles only destined immediately to become in the hands of the possessors a direct means of attack and defence, that is, articles suited solely for warlike purposes, without requiring to undergo any industrial preparation or transportation to render them so; and that contraband of war is limited expressly to arms, instruments and munitions of war, fashioned and fabricated exclusively to serve in war; and all other articles, without excepting even those substances suited for the manufacture of such prohibited articles and the instruments even which without having a direct use in hostilities, can, however, be indirectly employed in them, continue the objects of free commerce on the part of neutrals, either with both the belligerents or with one of them: *Droits et Devoirs des Nations neutres*, t. II., p. 83. S. P. Halleck, p. 570, ch. 24 § 9.

The two small boxes of buttons (f. 139, p. 61) are not, consequently contraband. Indeed, they have not even arms or national device. The marshal volunteers that they are of the size used in the United States navy and army. They were made in England, and a Court will not speculate upon their initials, and certainly not assume to condemn through any such mere assumption.

The character of property seized depends upon the fact of ownership (1 Kent, 129.) Here, these buttons show they were made in London, and the proof is sufficient that the articles belonged to the claimants, and not to either belligerent.

The few (10) kegs of nitrate of potash (fo. 112) might reasonably be intended for ordinary sale, or for domestic use in Nassau: for instance, in the curing of provisions. At any rate, it would not be in quantity or value (£21 : 10 : 0) sufficient to affect a large cargo of dry goods, worth £66,000, even if this particular article was standing

alone in a gross prize case, connected with running a cargo direct to a belligerent. This small quantity, with all the rest of cargo, was going to Nassau. Kent says (1 vol., 140) the nature and quality of a port to which articles are going is not an irrational test, and if the port be a general commercial one, it is presumed that the articles are going for civil use.

The dozen swords (with steel scabbards) were exhibited in the District Court, and they had the British crown upon their guards: evidently English cavalry swords, ordered by military men in Nassau. The twelve sword-bayonets were also in Court, and were made for English Enfield rifles, and most probably for the use of British troops in Nassau: and they were only a dozen in all.

VALUE OF THESE ARTICLES.

2 Boxes of Buttons	£169 00 0
20 Kegs Nitrate of Potash	21 10 0
1 Dozen English Cavalry Swords	25 4 0
12 Sword-bayonets	9 6 0
	£225 0 00
Innocent bulk of cargo	£66,000 00 0
Total cargo	£66,225 00 0

On a sale of the cargo in New York, under order of Court, the above first mentioned articles made:

Buttons	$290 00
Potash	189 00
Bayonets and Swords	35 00
Total	$514 00

Whole cargo, as sold by Marshal, say, $250,000.

A reference to our own treaties will show what we look upon as contraband: Treaty with New Grenada, art. 17, 9 U. S. Statutes, 87; with Guatemala, 16 art., ib. 880; with Peru, art. 23, ib. 937. And while "clothes made up in the form and for military use," may become contraband; the mere cloth uncut, in the bale, is not (never was) construed into contraband—nor buttons.

It is not to be forgotten that there are British troops in

Nassau. And *non constat* but what this cloth would be shipped from there for regiments in Canada (supposing at the same time it was military cloth, of which there is nothing more than what the U. S. Marshal unnecessarily and, it may be, untruthfully volunteers.)

In the treaty between the United States and the Republic of Colombia, and in that with the Republics of Chili, of Venezuela, and of the Peru-Bolivian Confederation and Equador; it is provided that contraband articles shall not affect the rest of the cargo or the vessel.

But, this case is clear of contraband.

As to the vessel alone.

VI.—Trial of cargo is not, necessarily, trial of vessel.

At any rate condemation of the one need not carry with it forfeiture of the other.

In this case, the *Springbok* must go free. There is not a fact which connects her with wrong under prize law. Where a neutral vessel is going near the shore of a belligerent, it may be best, protectively, for the master to know the character of the cargo he carries (*the Oster Risoer*, 4 C. Rob. 199); but there can be no motive or object, save so far as he has chosen to make himself liable for its safety through bills of lading, to know its character, when taking it from and having to deliver and get rid of it in another port of his own country.

In this case, its particulars were not known. Capt. May (fo. 17). "I know nothing of the qualities, quantities or particulars of the goods, or to whom they would belong if restored and delivered at the destined port."

Hertel, the mate (fol. 26): "To the best of my information and belief, there were about 600 cases of tin, about 200 bags of what I was informed was coffee, about 300 boxes of tea; there were also some casks and bales on board, but I

have no knowledge or belief as to what they contained, nor the numbers thereof. I cannot any more fully set forth the different species of the lading, nor the quantities of each sort."

The master is the agent of the shipowner only, and has nothing to do with the cargo but in relation to its safe custody and transportation: Justice Washington, in *Ross* v. *The Active*, 2 Wash., C. C. R., at p. 226.

Even where a cargo is made contraband by going to the enemy, the vessel, if not belonging to the owner of the cargo, will go free.

Carrington v. *The Merchants' Ins. Co.*, 8 Peters, 519; *The Imina*, 6 C. Rob., 170; *The Caroline*, Ib., 462.

All the papers show that the master has no control of cargo after getting to Nassau. He was to drop it there; his vessel was to be cleared, as to this cargo, at that place; and the charter party ended there, at Nassau.

The owners of the ship have no interest in the cargo. They are mere common carriers, to receive freight for the performance of an ordinary and honest duty.

Kent recognizes a principle even in an extreme case, namely, if enemy's property has been seized at sea in a neutral vessel, it will not work a forfeiture of the latter: 1 Kent (124–5).

To constitute a *delictum*, intention and act must unite: The *Imina*, supra. The master's intention and act had reference solely to Nassau; and, therefore, both were innocent. All his acts, the acts of his vessel, show an honest voyage to Nassau.

Modern rule is that the ship shall not be condemned for carrying even contraband goods: Sir William Scott, in *The Neutralite*, 3 Ro. C., 295.

S. P. 1 Duer on Insurance, 531, referring to *The Atlas*, 3 C. Rob., 304, *note;* Hannay's Epitome of Maritime Rights, 59.

The penalty is applied to the vessel and its owner only where there has been some actual co-operation in a meditated fraud upon a belligerent by covering up the voyage

under false papers: and with a false destination: *Carrington* v. *The Merchants' Ins. Co.*. supra.

In Miller v. *The Resolution*, 2 Dall., 22, it is said, every ship may, in time of war, be brought to and examined, but a vessel is not to be seized and captured, without the captors have just grounds to think she is the property of an enemy and not the property of subjects of a nation in peace and friendship or neutrality.

It can hardly be insisted that the cargo of the *Springbok* was enemy's property. If not, then where is the wrong? She was not running blockade, and so making any of her goods contraband. Not going to any named port of the Confederacy—a neutral vessel, with neutral cargo, going to neutral Nassau.

Lastly.—The decree of the District Court should be reversed and restoration awarded, with directions to allow an amount by way of damages and costs.

Having no right or ownership in neutral property, belligerents are not justified in seizing, holding and condemning it, save through fact of wrong. Prize Courts do not condemn on assumptions; and yet, upon these alone has the *Springbok*, with her cargo, been adjudged prize of war in the District Court for the Southern District of New York.

The Court below has caused a sale of the vessel and the whole of her merchandise, although the former was strong and the latter not perishable—thereby only benefiting marshal and auctioneer.

Damages generally and by way of demurrage can be allowed without compelling the claimants to resort to an original or cross suit and without leaving them to a claim for reclamation through their own government.

The Corier Maritime, 1 C. Rob., 287; *The Triton*, 4 Ib., 78; *The Anna*, 5 Ib., 373; *Talbot* v. *Janson*, 3 Dallas, 133; *The Anna Maria*, 2 Wheaton, 328; 1 Kent's Com., 215; *The Barrossa*, note to *The Woodbridge*, 1 Hagg. Adm., 75; Demurrage by way of damages, Marriott's Formulary, 31.

Appendix.

No. 1.

UNITED STATES DISTRICT COURT.

THE UNITED STATES
vs.
THE BARK SPRINGBOK, and Cargo.

BETTS, D. J.:—This suit having been heard by the Court upon the pleadings, proofs and allegations of the parties, and evidence legally invoked therein from other cases; and the premises being fully considered; and it being found by the Court therefrom that the said vessel, at the time of her capture at sea, was knowingly laden, in whole or in part, with articles contraband of war, with intent to deliver such articles to the aid and use of the enemy; that the true destination of the said ship and cargo was not to Nassau, a neutral port and for trade and commerce, but to some port lawfully *blockaded by the forces of the United States, and with intent to violate such blockade.*

And, further, that the papers of said vessel were simulated and false.

Wherefore the condemnation and forfeiture of the vessel and cargo is declared.

Ordered that a decree be entered accordingly.

No. 2.

Rule 30.

None but the captors can, in the first instance, invoke papers from one captured vessel to another, nor can it be done without the special mandate of the Judge; and, in case of its allowance, only extracts from the papers are to be used.

Rule 31.

The invocation shall only be allowed on affidavit on the part of the captors, satisfying the Court that such papers are material and necessary.

Rule 32.

Application for permission to invoke must be on service, at least two days previously, of notice thereof, and copy of the affidavit on the claimants or their agent (if known to be in this port); and after invocation allowed to the captors, the claimants, by permission of the Judge, for sufficient cause shown, may use other extracts of the same papers in explanation of the parts invoked.

Rule 33.

But when the same claimants intervene for different vessels, or for goods, wares, or merchandise captured on board different vessels, and proofs are taken in the respective causes and the causes are on the dockets for trial at the same time, the captors may, on the hearing in Court, invoke of course, in either of such causes, the proofs taken in any other of them: the claimants, after such invocation, having liberty to avail themselves also of the proofs in the cause invoked.

No. 3.

When the cause of the *Springbok* was heard before the District Court on the 1*st of June*, 1863, there was upon the files of the Court, besides the ship's papers and the depositions *in preparatorio*, 1st. An inventory of her cargo, made by John Perry on behalf of the Prize Commissioners, and it is said to be "an accurate and complete list of the whole of said cargo." (Fols. 111, 112, page 50.) And 2d. A report made by the marshal of portions of the cargo (fols. 138, p. 60), which report had afterwards been tampered with and another put in its place. (Fol. 132, *et seq.*, pages 58, 59.)

Then, when the argument had commenced, and without notice, order or proper motion, the Court allowed (by seeming invocation) to be brought in a return of the cargo of the *Gertrude*, signed by the same John Perry. (Fol. 162, page 60.) If the inventory of the *Springbok*, taken by the commissioners through Perry, (fols. 111, 112, p. 50,) is, as it states, to be "an accurate and complete list of the whole of the cargo," then a reference to this return of cargo of the *Gertrude* (fol. 162, p. 70), will not show a palpable or even any connection.

The first four items of the *Springbok* cargo (p. 50), are mere samples. Then comes a case marked Z. S. 3; while there is no such mark in the cargo of the *Gertrude*. Then $\frac{M.\ B.}{A}$ 45 to 48; and there is nothing of the kind in the *Gertrude*. Then [M. B.] 1 to 10. Do., 11 to 25. Do., 26 to 42 (4 hogsheads, ten kegs, 15 barrels, 17 barrels); and yet there is nothing in the *Gertrude* in any way like this mark. Next J. H., 18 bags; with nothing like it in the latter. Then a single I. (10 bags), and nothing of the same character in the other cargo. Next $\frac{W.\ S.\ C.}{B.\ P.}$, 1 to 60 (60 bags) with nothing like it in the *Gertrude*. B. P., 1 to 60,

same thing as to this. $\frac{T.\ G.}{B.}$ Do. do. $\frac{N.}{D.\ W.\ B.}$ } 17—18 do.; Then a single M., 220 bags coffee; same as to 150 chests tea, while there is no such mark in the *Gertrude*. $\frac{M}{S}$ 150 chests tea, but no similar mark in the *Gertrude*. Nor anything as to P. P. P. in the latter. Nor anything like $\frac{B}{L}$ 50 bales of dry goods. Again comes the single L., 1 to 50 bales of dry goods, but (as before said), the same mark does not occur in the *Gertrude*. Nor is there any S. I. C. & Co., (18 cases of dry goods,) among the cargo of the latter.

"Looking now at the return cargo of the *Gertrude* (p. 70.) There are no such marks in the cargo of the *Springbok* as the following: [B] in a diamond (not as in the *Springbok*, without any mark round it), (50 bales, and then again 26 cases.) J. T. (one case.) G. A. Hapley & Co., $\underset{L.\ 5}{\quad}$ $\underset{C.\ S.\ 8}{\quad}$ (one case.) S. C. M., (5 bales and 11 cases.) H. S., 1, 2, (2 cases.) A single [S] in a diamond, 1, 2, (2 cases.) J. A. E., 43 to 62, (20 cases.) [A] 25 bales of paper. L. FF. (90 casks.)

But it was said in the Court below, that the suspicion of similarity and connection of numbers arose from the common marking letter [A.] But, the first quantities of this mark, which appear in the *Springbok*, foot of page 50. (169 cases,) do not seem to have any numerical numbers whatever but simply the [A.] Do., as to the next A. (32 bales) at the top of page 51. Then come the [A.] 1,221 a 1,234, 1,247, 1,267 a 1,268; while there is not a number in the list of the *Gertrude* bearing this mark which will fit in any way; indeed, the only numbers which come above a thousand are 1,205 to 1,214, and 1,170 to 1,204.

The appeal in the case of the *Springbok* was made *August 10th*, 1864, so that, then, the case was out of the U. S. District Court. But notwithstanding this, and many months afterwards, appeared an elaborate "opinion of the Court." It is, with all proper respect, insisted that what is contained in any *after*-elaborated lists of alleged cargo of *Gertrude* and the *Springbok*—filed in the District Court *after* the cause was in this Court—ought not to be listened to: the same being entirely outside of the printed record.

One of these is said to have been in the shape of a report of appraisement of the whole of the cargo of the *Springbok*, filed 14*th October*, 1863, (appeal, August 10, 1863.) The clerk makes his return of record (fol. 1) 26th October, 1863, and it nowhere appears. And the other is an alleged inventory and appraisement of the cargo of the *Gertrude*, filed August 25, 1863, (15 days after appeal in the case of the *Springbok*.)

In the Supreme Court of the United States.

No.

DECEMBER TERM, 1865.

In Prize.

THE BARK SPRINGBOK, &c., and cargo, THOMAS MAY *et al.*, claimants of vessel, and S. ISAAC CAMPBELL & Co., and THOMAS STERLING BEGBIE, claimants of cargo, appellants, *vs.* THE UNITED STATES.	Appeal from the decree of the district court of the United States for the southern district of New York.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

The Springbok was captured on the high seas, as prize of war, by the United States ship-of-war Sonoma, on the 3d of February, 1863, in latitude 25° 35′ north, and longitude 73° 40′ west, from 150 to 200 miles east of Nassau, N. P., and was brought into the port of New York, where she was libelled in prize, by the United States district attorney, on the 12th of February, 1863.

She set sail from the port of London, Great Britain, on the 8th of December, 1862, (log, Rec., p. 35,) upon a voyage ostensibly for the port of Nassau, N. P., and, the libel alleges, was, when captured, making for that harbor. (Rec., p. 1.)

On the 10th of March, 1863, Mr. Archibald, the British consul at New York, filed a claim for the owner of the cargo, alleging that the cargo belonged to a British subject, &c. (Rec., p. 44.)

On the same day Mr. Edwards, as proctor and advocate, filed a claim, signed by himself and James May, for Thomas May and John E. Oxenbury, of Falmouth, England, as part owners of the vessel, and on behalf of the personal representatives of Richard May, deceased, also a part owner of the vessel, alleging that those persons were English subjects and sole owners of the vessel. This claim was sworn to by James May, the master of the vessel, alleging himself to be the son of Thomas May. (Rec., pp. 45, 46.)

On the 24th of March, 1863, Mr. Kursheedt, as "agent and attorney," filed a claim for Samuel Isaac and Saul Isaac, composing the firm of S. Isaac Campbell & Co., of London, England, and Thomas Sterling Begbie, also of London, alleging that those persons were British subjects and owners of the whole of the cargo; that she was a British vessel, and that the cargo was put on board at London, consigned direct to Nassau, N. P., where the whole of it was to have been landed, and there the voyage, as to the same, was to have ended, the whole thereof being consigned to Benjamin W. Hart, their agent and consignee at Nassau. This claim is sworn to by Mr. Kursheedt, he alleging that it was impossible to communicate with the persons named, in time to allow them to make the claim and test affidavit therein. He swears that he "is informed and believes" that the persons named shipped the cargo on board the Springbok, at London, bound for Nassau, and there to be landed permanently, &c. (Rec., pp. 47, 48.)

On the 1st of August, 1863, the district court decreed condemnation of the vessel and cargo, as lawful prize of war, (Rec., p. 64;) from which decree all the claimants appealed to this court. (Rec., pp. 65, 66.)

This court is respectfully referred to the elaborate opinion of the learned judge of the district court in this case, hereto annexed, which is so exhaustive of both the facts and the law of the case, that any restatement of it was, perhaps, unnecessary. The following brief statement is, however, submitted, chiefly to en-

able this court to verify, by reference to the printed record, the facts to which Judge Betts so fully refers.

The Springbok was British registered and owned. (Rec., pp. 32, 33.) She was chartered in London by authority of J. May, to Thos. Sterling Begbie, on the 12th of November, 1862, to carry a cargo for the charterer from London to Nassau. (Rec., pp. 30, 31.)

Her cargo was covered by three bills of lading, (of which two were duplicated, the duplicates marked Captain's copies,) as follows:

Bill of lading marked No. 6 (as per Record, p. 28, and of which No. 2, as per Record, p. 25, is a duplicate) shows "666 packages merchandise," shipped by Moses Brothers, to be delivered, &c., at port of Nassau, N. P., unto order ———— or to ———— assigns, he or they paying freight, &c., as per charter-party. It is indorsed by Moses Brothers in blank. This bill of lading on its face has a most innocent appearance, showing 150 chests and 150 half-chests tea, 220 bags coffee, 4 cases ginger, 19 bags pimento, 10 bags cloves, and 60 bags pepper—in all, 613 packages. The remaining 53 are entered as cases, kegs, and casks. These 53 packages were found, when the cargo was more closely examined, to contain medicines and saltpetre. (Rec., p. 50; and see Opinion Judge Betts, p. 21.)

Bill of lading No. 3 (as per Rec., pp. 25, 26) shows one bale and one case shipped by Spyer & Haywood, to be delivered at Nassau, unto order ———— or to ———— assigns, &c.

Bill of lading No. 5 (as per Record, p. 27, of which No. 4, Rec., p. 26, is a duplicate) shows 1,339 packages shipped by Spyer & Haywood to Nassau, as above. These packages are also described as cases, bales, boxes, and a trunk. This is also indorsed in blank.

Nor does the manifest give any more specific description of the character of the cargo. (Rec., p. 32.) It is signed Spyer & Haywood, Brokers, and shows that the whole cargo is consigned to "order."

But the marshal's report of the examination of the

packages in bills of lading Nos. 3 and 4 (which is the duplicate of No. 5) discloses the fact that these innocent-looking packages embraced "army blankets, butternut color;" large quantities of army and navy buttons, manufactured by the claimants, Isaacs, Campbell & Co., the navy buttons having "C. S. N." stamped thereon ; army cloth of various colors, navy boots, army brogans, boxes of tin plate, and a small quantity of cavalry swords and bayonets, manufactured by same firm, with many articles of men's wear, &c. (See report, Rec., pp. 60, 61, and Opinion Judge Betts, pp. 20, 21.)

Spyer & Haywood, who shipped the goods covered by bills of lading Nos. 3 and 4, were agents of the charterers, and, as such, wrote the letter of instructions to the captain of the vessel, dated 8th December, 1862, directing him to proceed to Nassau, and "on arrival, report yourself to Mr. B. W. Hart there, who will give you orders as to the delivery of your cargo, and any further information you may require." (Rec., pp. 28, 29.)

Spyer & Haywood, as "agents for Messrs. S. Isaac, Campbell & Co.," wrote to B. W. Hart, Nassau, on the same day, "under instructions" from that firm, enclosing him bills of lading for goods shipped per Springbok, consigned to him.

These letters do not exhibit the slightest evidence of any purpose to deliver the cargo at Nassau, as the end of its voyage, or to authorize its sale at that port. Taken in connexion with the fact that the bills of lading, made out to "order," were indorsed in blank, and the fact, hereafter noticed, that no invoices were found on the ship, they strongly sustain the conclusion that Nassau was not the port of delivery or sale, but only the port of transshipment, in further prosecution of the existing design to deliver the cargo at some other port of destination.

There can be no doubt that the vessel was chartered by Begbie for the exclusive purpose of carrying the cargo, all of which was owned by him and S.

Isaac, Campbell & Co., and of which no other claimant appears, as far as Nassau, on the way to its real destination. It was their joint and exclusive venture. That Begbie had an interest in the whole cargo is shown by the fact that all the bills of lading call for the payment of freight, "as per charter-party." That the whole cargo was owned in common is also shown by the letters of Spyer & Haywood to Captain May and B. W. Hart, before referred to; by their indorsement on the charter-party, and by their signature to the manifest.

That the real destination of the cargo was not Nassau, but a rebel port, appears by the facts disclosing its true character already referred to.

That real destination also appears by the further fact that S. Isaac, Campbell & Co., who are manufacturers of and dealers in military goods in London, were the owners of the whole of the cargo of the *Stephen Hart*, a schooner captured on the 29th of January, 1862, between Cuba and the southern coast of Florida, and condemned as prize of war at New York, the proceedings in that case having been invoked into this case. Spyer & Haywood were the brokers who had charge of the lading of the *Stephen Hart*. The entire cargo of that vessel consisted of arms, equipments, and munitions of war, laden in England under the direction of Isaac, Campbell & Co., in co-operation with agents at London of the rebel authorities, for the purpose of running the blockade, the question of transshipment to be decided by a rebel agent at Cuba. (Rec., pp. 74 to 85, and Op. Judge Betts, pp. 22, 23.)

That real destination also appears by the further fact disclosed by the record in the case of the *Gertrude*, also invoked into this case, that the cargo of the Springbok and the cargo of the *Gertrude* were, in fact, parts of a single commercial venture, divided by shipments on different vessels, but having a common ownership and destination. The *Gertrude* was captured on the 16th of April, 1863, off one of the Bahama

islands, on an ostensible voyage from Nassau to St. John's, N. B., but, when captured, making for the harbor of Charleston. She was libelled in prize at New York, and condemned, no claim having been made for vessel or cargo. She was owned by Begbie, one of the present claimants, and laden with a cargo, the numbers on and the contents of the packages of which show that it was part of the same commercial venture as the voyage of the Springbok, the cargo of one being the complement of the cargo of the other. The voyages of both vessels were parts of a single transaction. (Rec., pp. 69 to 74, and read Op. Judge Betts, pp. 23 to 26.)

These facts prove conclusively that the real destination of the cargo was not Nassau, but a rebel port, and that the cargo was being transported at the time of capture on its way to that destination and for that use, the voyage of the Springbok having no other end or purpose whatever than the conveyance of the cargo as far as Nassau, so that it might there be transshipped to another vessel for safer and more rapid delivery at the rebel port of real destination.

These facts, therefore, prove also that, in the commercial enterprise in which ship and cargo were captured, they were proceeding with false papers to a false destination.

They prove also that a large and valuable part of the cargo was contraband of war, manufactured expressly for, and proceeding directly to, enemy use.

They prove also that all of the ship's papers were purposely and carefully prepared to conceal the fact that part of the cargo was contraband.

This purpose of concealment appears, too, from the absence of the invoices of cargo. These invoices, if regular and proper, would have disclosed what the bills of lading and manifest concealed—the true character of the cargo. Captain May states that he believes that invoices and duplicate bills of lading were to be sent to Nassau by mail steamer. (Int. 31, Rec., p. 10.) Spyer & Haywood, by letter of December 8,

1862. enclosed *bills of lading* to Hart by the Springbok. Why, then, omit to send invoices, or even copies of them, by the same usual and proper channel? This fact justifies the inference, 1st, that these invoices would have disclosed the contraband character of part of the cargo; 2d, that they would have shown its direct destination to have been the enemy country. That the want of some of the regular ship's papers, of which the invoice is one, is strong presumptive evidence against a ship in time of war, see Halleck's Int. Law, chap. 25, sec. 25, p. 622, and cases; 1 Kent's Com., 157; *The Richmond*, 5 Rob., 328, where Sir Wm. Scott animadverts on the concealment of contraband articles on the ship's papers.

The force of this presumption is greatly increased when the vessel, laden with contraband of war, with some of her usual and important papers missing, and all of them concealing the fact of contraband cargo, is found, in time of war, on the usual route of such trade, proceeding towards the enemy country.

The master of the ship, James May, was the son of one of her owners, Thomas May, and she was chartered for this voyage by *his* authority. (Rec., pp. 30, 31.) He denied, on his examination, (Int. 11, Rec., p. 9,) that he knew that she had any goods contraband of war on board, and stated that she carried "a cargo of general merchandise." (Int. 13, Rec., p. 9.) He also stated that he did not know on what pretence the capture was made. (Int. 3d, Rec., p. 8.)

This testimony is obviously false, for Hertel, the mate, swears that the seizure was made on the supposition that the cargo was contraband of war; (Int. 3d, Rec., p. 12;) and Kerns, the boatswain, swears that the seizure was made because the bills of lading did not show what was in some of the cases on board. (Int. 3d, Rec., p. 17.) Millichamp, the cook and steward, swears that he understood that they were captured because they had goods contraband of war on board, and that he heard no other reason given. (Int. 3d, Rec., p. 21.)

The fact that the master attempted, by falsehood, to conceal the true ground of capture, well known to his subordinates, shows a design to withhold the truth as to the facts of the voyage, and justifies the inference that he knew, in fact, what he was bound in law to know, that part of his cargo was contraband. (See *The Oster Riisoer*, 4 Rob. 199; Mosely on Contraband, 97, 98.)

He signed bills of lading for 1,394 packages of merchandise, the contents of only 613 of which were disclosed by the bills of lading, all of those so disclosed being innocent articles. His manifest, identifying the packages by their marks and numbers, described them only as cases, bales, boxes, chests, bags, &c. He knew of the existence of invoices, but sailed without them. These facts show that his ignorance of the character of his cargo, if real, was his own fault. But they show still more strongly that his ignorance was not real, but affected. A reason for this affectation of ignorance was, doubtless, that he hoped thereby to save his father's ship.

These facts fully implicate the vessel in the guilt of the cargo.

None of the claimants of either vessel or cargo have ventured to vindicate the innocence of the voyage by a test oath.

James May, the master, swears to the claim of the claimants of the vessel, nearly a month after the libel was filed. No reason is assigned why the claim and the facts stated therein are not verified by the oath of one of the owners. (Rec., pp. 45, 46.)

Alex. Kursheedt, esq., signs the claim to the cargo made for Samuel Isaac, Saul Isaac, and Thomas Sterling Begbie, as "their agent and attorney," and swears to it as their "proctor." This is dated and filed 24th March. 1863, nearly six weeks after the libel was filed. Mr. Kursheedt swears "that it is impossible to communicate with them in time to allow them to make the claim and test affidavit herein." (Rec., pp. 47–49.) The impossibility of this communication

with persons residing in London, within the time required, to enable them to make an affidavit to a claim for a cargo appraised at $184,141 99, is not very apparent, especially as Mr. Archibald, the British consul at New York, had filed a claim on the 10th of March 1863, on behalf of the owner of the cargo, verified by affidavit. (Rec., p. 44.)

Mr. Kursheedt, in his affidavit, states no essential fact of his personal knowledge, but all as he "is informed and believes;" his information being "derived from letters and communications very lately received by this deponent from the aforesaid claimants, and from documents in his possession." (Rec., p. 49.)

As a trustworthy source of information to a prize court, such an affidavit is entitled to no respect whatever; not because Mr. Kursheedt is unworthy of belief, but because he has, and can have, no personal knowledge on the subject, and because those who have the requisite personal knowledge refuse to subject themselves to the test of an oath, even to save a cargo so valuable, and attempt to palm upon the prize court their unsupported statements at second hand. And this insult to the court is aggravated by the excuse offered, that *in six weeks it was impossible to communicate with them (at London) in time to allow them to make the claim and test affidavit.* Surely no stronger fact is needed to stamp this claim, and its allegations of innocent trade, with the impress of fraud.

And this impression is deepened by the character of these parties, well established in the prize court below as flagrant and habitual blockade-runners in this war. (*The Juffrouw Elbrecht*, 1 Rob., 127; *The Argo*, 1 Rob., 158; *The Rosalie and Betty*, 2 Rob., 343; *The Experiment*, 8 Wheat., 261; *The Nancy*, 3 Rob., 122; Mosely on Contraband, 99.)

The whole case rests on the following propositions, which, it is submitted, Judge Betts has completely maintained:

I.

That the Springbok, when captured, was pursuing a voyage, laden with a cargo not intended to be sold, or disposed of, or even delivered at Nassau, as its port of destination, but intended to be transshipped thence directly to the enemy's blockaded port as its port of real destination, and this was the sole and exclusive purpose of the arrested voyage.

II.

That the said cargo was largely contraband of war, consisting of articles all of which were specially, and some of which were exclusively, suited for enemy use, and destined to an enemy port, for such enemy use, by transshipment at Nassau, but without any sale or change of ownership at Nassau.

III.

That, therefore, the cargo was taken on a voyage having, so far as the cargo was concerned, its *terminus a quo* at London, and its *terminus ad quem* at the blockaded and enemy port, and the existing purpose to touch and transship the cargo at Nassau, in prosecution of that voyage, did not, as to the cargo, break the continuity of its voyage to the blockaded and enemy port. (Halleck's Int. Law, chap. 21, sec. 11, p. 504; 1 Kent's Com., 81; *The Maria*, 5 Rob., 365; *The William*, 5 Rob., 385; *The Thomyris*, Edwards, 17; *The Minerva*, 3 Rob., 229; *The Richmond*, 5 Rob., 325; *The Commercen*, 1 Wheat., 382; *Jecker* vs. *Montgomery*, 18 How., 110–115; *The Nancy*, 3 Rob., 122; *The United States*, Stewart's Adm. Rep., 116. See also Opinions of Judge Betts in *The Stephen Hart* and *The Peterhoff;* and of Judge Marvin in *The Dolphin and The Pearl.*)

IV.

That the cargo was liable to capture as prize of war from the moment of starting with the purpose of enter-

ing the blockaded and enemy port, and having been captured whilst that purpose yet existed, it was good prize. (*The Columbia*, 1 Rob., 154; *The Vrow Joanna*, 2 Rob., 109; *The Neptunus*, ib., 115; *Medeiros* vs. *Hill*, 8 Bing., 231; *Yeaton* vs. *Fry*, 5 Cranch, 335; *The Imina*, 3 Rob., 167; *The Trende Sostre*, 6 Rob., 390.)

V.

That the part of the cargo not contraband of war was good prize, not only for the reason embraced in the foregoing propositions, viz., that it was captured on a voyage to a blockaded port, but for the further reason that it was owned by the owners of the contraband part. (Halleck's Int. Law, chap. 24, sec. 6, p. 573, and authorities cited; 3 Phillimore Int. Law, sec. 277; 2 Wildman Int. Law, 217; *The Sarah Christina*, 1 Rob., 237.)

VI.

That the vessel also was good prize because, when captured, she was engaged in the sole and exclusive business of transporting the cargo destined for the blockaded and enemy port one stage of its route to that port, for the express purpose of securing its delivery at that port. For this purpose she was chartered by the owner of the contraband and other goods, and, when captured, she was sailing on the route by which trade to the blockaded and enemy port was then usually conducted, in pursuance of the charter and in furtherance of that purpose, under the exclusive orders of the charterer. This made her a participant in the guilt of the cargo. (See cases cited to third point; also, *The Maria*, 6 Rob., 201; *The Charlotte Sophia*, 6 Rob., 204, note 1; Instructions of Navy Department of 18th Aug., 1862; Upton's Prize, 450, 3d ed.)

VII.

That the vessel was good prize on the further ground that she was carrying contraband of war destined for enemy use, under a charter made for that purpose, and, of course, with the knowledge of the owner of the vessel. She was carrying it also with a false destination. These facts make the owner of the vessel a party to the fraud, and implicate it in the guilt of the cargo. (*The Neutralitet*, 3 Rob., 296, where the owner chartered the ship for contraband trade; *The Franklin* 3 Rob., 217, where the ship was carrying contraband, with a false destination, and where Sir Wm. Scott said that the relaxation of the ancient rule, which condemned the ship with the cargo, can only be claimed by *fair* cases; *The Ranger*, 6 Rob., 126, where he said, "If the owner (of the ship) will place his property under the absolute management and control of persons who are *capable* of lending it to be made an instrument of fraud in the hands of the enemy, he must sustain the consequences of such misconduct on the part of his agent;" *The Baltic*, 1 Acton, 25, where the ship was condemned because "the owner must have been aware of the fraud intended, if not a confidential party to it;" *The Jonge Magaretha*, 1 Rob., 189; *The Mercurius*, 1 Rob., 288, and note; *The Jonge Tobias*, 1 Rob., 329; *The Neptunus*, 3 Rob.; 108; *The Eenrom*, 2 Rob., 1.; *The Edward*, 4 Rob. 68.; *The Oster Roser*, 4 Rob., 200; *The Carolina*, 4 Rob., 260.; *The Richmond*, 5 Rob., 325; *The Charlotte*, 5 Rob., 275; *The Ringende Jacob*, 1 Rob., 89; *Carrington* vs. *The Merchants' Ins. Co.*, 8 Pet., 520.)

VIII.

The vessel and all of the cargo were therefore rightly condemned, and the decree of the district court should be affirmed.

JAMES SPEED,
Attorney General.
TITIAN J. COFFEY,
Special counsel for U. S.

DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES *vs.* THE BARK SPRINGBOK AND HER CARGO. } In Prize.

OPINION OF THE COURT.

BETTS, J. On the 3d of February, 1863, in latitude 25° 35′ north, and longitude 73° 40′ west, the United States steamer Sonoma captured, as lawful prize of war, the bark Springbok. The place of capture was from 150 to 200 miles east of the port of Nassau, N. P. A libel was filed against the Springbok and her cargo on the 12th of February, 1863. The libel alleges that the bark, when captured, was "making for the harbor of Nassau."

On the 26th of February, 1863, the court made an order, that the cargo of the bark be unladen by the marshal, under the superintendence of the prize commissioners, and be stored in some suitable warehouse, and that an inventory of the cargo be made by the marshal. The reason for making this order was, that the cargo was being damaged, by reason of the leaky condition of the deck of the vessel. The report of the prize commissioners, as to the discharge of the cargo under this order, was filed on the 9th of April, 1863, and was accompanied by a list of the packages and cases composing the cargo, and of their marks and numbers; but the packages were not opened. So far as this report shows, the cargo consisted of 4 cases of samples, 3 cases and 4 hogsheads of merchandise, 10 kegs of saltpetre, 15 barrels of mustard, 17 barrels of Epsom salts, 18 bags of pimento, 10 bags of cloves, 60 bags of pepper, 4 cases of root ginger, 2 cases of nutmegs, 220 bags of coffee, 150 chests and 150 half chests of tea, 2 cases of drugs, 1 coil of rope, 4 barrels of pork, 3 water-casks, ½ of a barrel of pitch, 86 bales of dry goods, 641 cases of dry goods, and a quantity of

tin plate in boxes, said to be 606 boxes. One of the cases of samples was marked, "B. W. Hart, esq., Nassau." Eighteen of the cases of dry goods were reported as marked *A, in a diamond, S. I. C. & Co.*

On the 10th of March, 1863, a claim to the bark was filed on behalf of Thomas May and John E. Oxenberry, both of Falmouth, England, and of the personal representatives of Richard May, deceased, as owners of the bark. The claim set up that the vessel was a British vessel, that her owners were British subjects, and that, at the time of her capture, she was bound from London to Nassau, N. P., and was to have landed her cargo at Nassau, and that there, as to such cargo, her voyage would have fully ended. This claim on behalf of the owners of the vessel was made by James May, the master of the vessel, and the test oath to the claim was made by the master. In that oath he represents himself as the son and agent of Thomas May.

A claim to the cargo of the bark was filed on the 10th of March, 1863, by Mr. Archibald, the British consul at New York, who intervened for the interest of its owner, and set up that the cargo belonged to British subjects, but did not disclose the name of any owner, and alleged that the vessel was, when taken, on a legitimate voyage from one British port to another. The test oath to this claim was made by Mr. Archibald.

On the 24th of March, 1863, a claim to the whole of the cargo was filed on behalf of Samuel Isaac and Saul Isaac, composing the firm of S. Isaac, Campbell & Co., of London, England, and Thomas Sterling Begbie, of London. This claim set forth that the claimants were British subjects, and owners of the whole of the cargo of the bark; that she was a British vessel; that the cargo was put on board at London, consigned direct to Nassau, N. P., another British port, where the whole of it was to have been landed, and the voyage, as to the same, was to have ended; that the whole was consigned to Benjamin W. Hart, their agent and consignee, at Nassau; and that the capture was unlawful,

for the reason that the vessel and her cargo were, both of them, on a lawful voyage, under the British flag, between England and Nassau. This claim on behalf of the owners of the cargo was made by Mr. Kursheedt, their proctor, as their agent. He also made the test oath to the claim. This test oath sets forth, among other things, that the cargo of the bark was to be "landed permanently" at Nassau, and that "it was not intended that the said bark should enter, or attempt to enter, *any port of the United States*, or that her cargo should be delivered at *any such port*, but that the true and only destination of such cargo was Nassau aforesaid, where the said cargo was to be actually disposed of, and the proceeds remitted to said claimants;" that the "cargo was not shipped in pursuance of any understanding or agreement, either directly or indirectly, with any of the enemies of the United States, or with any person or persons in behalf of, or connected with, the so-called Confederate States of America, but was shipped with the full, fair, and honest intent to sell and dispose of the same absolutely in the market of Nassau aforesaid." All the averments in this test oath are stated in it to be made by Mr. Kursheedt on information and belief; and in it he states that it is impossible to communicate with the claimants in time to allow them to make the claim and test affidavit, and that his information is derived from letters and communications very lately received by him from them, and from documents in his possession, placed there by the claimants.

There were found on board of the bark, at the time of her capture, a log book; two cargo books; her register; her shipping articles; five bills of lading; a manifest of the cargo; a copy of a charter-party; a letter from Spyer & Haywood, as agents of the charterer, to Captain May; a letter from Spyer & Haywood, as agents of S. Isaac, Campbell & Co., to B. W. Hart, esq., Nassau; and sundry other papers, such as a receipt for light duties, a certificate of the shipment of the crew, a clearance, some shipping bills, and a victualling bill.

The log book, the bills of lading, the manifest, the clearance, and all the other official papers of the vessel, speak of her voyage as one from London to Nassau. The date of her clearance from London was December 8, 1862.

The register of the bark describes her as a British-built vessel, registered at Falmouth on the 14th of March, 1860, and of the burden of 188.17 tons. The certificate of registry states that, at its date, Thomas May was sole owner of the vessel; and there is an indorsement upon it, showing that, on the next day, namely, the 15th of March, 1860, Thomas May, Richard May, and John E. Oxenberry, became the registered owners. It appears, by the certificate, that Richard May was master of the vessel at its date, and, by indorsements on the certificate, that, on the 17th of May, 1862, Thomas May was appointed master; that, on the 19th of May, 1862, one Percival was appointed master; and that, on the 25th of November, 1862, James May was appointed master.

The charter-party is dated at London, November 12, 1862. The charter is from "W. Barter & Co., by authority of T. May," to Thomas Sterling Begbie, of London, for a voyage to Nassau, with a cargo of "lawful merchandise goods," the freight to be paid, one-half in advance, on clearance, and the remainder in cash, on delivery; 30 running days to be allowed the freighter for loading at the port of loading, and discharging at Nassau. There is an indorsement on the charter-party, dated "London, 8th December, 1862," and signed "Spyer & Haywood," as follows: "Sixteen days have been expended in this port in loading and despatching the vessel, this day included."

One of the letters found on board is signed "Spyer & Haywood, agents for the charterer," and is dated "London, 8th December, 1862," and is addressed, "Captain James May, bark Springbok." It says: "Your vessel being now loaded, you will proceed at once to the port of Nassau, N. P., and, on arrival, report yourself to Mr. B. W. Hart there, who will give

you orders as to the delivery of your cargo, and any further information you may require." The other letter is signed "Spyer & Haywood, agents for Messrs. S. Isaac, Campbell & Co.," and is dated "London, December 8, 1862," and is addressed, "B. W. Hart, esq., Nassau." It says: "Under instructions from Messrs. S. Isaac, Campbell & Co., of Jermyn street, we enclose you bills of lading for goods shipped per Springbok, consigned to you."

The shipping articles are for "a voyage from London to Nassau, N. P.; thence, if required, to any other port of the West India islands, American States, British North America, east coast of South America, and back to the final port of discharge of cargo in the United Kingdom or continent of Europe between the Elbe and Brest, and finally to a port in the United Kingdom; voyage, probably, under 12 months."

The five bills of lading, found on board, were severally marked by the prize commissioners Nos. 2, 3, 4, 5, and 6, and are known by those numbers in the proceedings in the cause. Nos. 2, 3, and 4 are each of them marked "Captain's copy," and are not signed by the master. Nos. 5 and 6 are, each of them, signed by the master. No. 2 is a duplicate of No. 6, and No. 4 is a duplicate of No. 5. There is no duplicate of No. 3. It is supposed that Nos. 5 and 6 were those enclosed in the letter from Spyer & Haywood to Hart, as they are, each of them, signed by the master, and each has upon it a revenue stamp, while Nos. 2, 3, and 4 are wanting in said stamps, for the reason, probably, that they are merely copies retained by the master.

In Nos. 2 and 6 the shippers are "Moses Brothers," and both of those bills of lading are indorsed "Moses Brothers" in blank. The shipment by bill No. 6 is "six hundred and sixty-six packages of merchandise, being marked and numbered as in the margin," to be delivered at Nassau, N. P., "unto order;" freight to be paid "as per charter-party." The margin of this bill specifies 150 chests and 150 half chests of tea,

220 bags of coffee, 4 cases of ginger, 19 bags of pimento, 10 bags of cloves, and 60 bags of pepper. This enumeration covers 613 of the 666 packages. The remainder of the packages, 53 in number, are specified in the margin of the bill simply as 7 cases, 10 kegs, and 36 casks. The marks and numbers on all the packages are stated in the margin of the bill. The contents of bill No. 2 are the same, in all respects, as those of No. 6.

Bill No. 3 is a "captain's copy," of which there was no original found on board. It is for two packages of merchandise, specified in the margin, one as "A, in a diamond, 264, 1 bale," and the other as "1,266, 1 case," shipped by "Spyer & Haywood." In all other particulars this bill is like Nos. 2 and 6. It is not indorsed.

Bill No. 4 is a duplicate of No. 5, No. 5 being signed by the master, and No. 4 being marked "captain's copy." The shippers are stated to be "Spyer & Haywood, as agents," and the shipment to be "one thousand three hundred and thirty-nine packages merchandise, as per indorsement." In the indorsement there is no specification of the contents of any of the packages, but they are merely stated to be 648 cases, 84 bales, 606 boxes, and 1 trunk. The marks and numbers on the various packages are given on the back of the bill. Only one of them has any address other than its mark and number, and that one is the trunk which is marked "B. W. Hart." No. 5 is indorsed in blank by Spyer & Haywood. No. 4 is not indorsed. In all other respects Nos. 4 and 5 are like the other bills.

The manifest contains a list of the 2,007 packages covered by the bills of lading, and gives them the same marks and numbers as the bills of lading do, but does not describe them any further than by stating them as so many cases, bales, boxes, chests, half chests, bags, kegs, and casks. It states Spyer & Haywood to be shippers of the 1,341 packages, and Moses Brothers to be shippers of the 666 packages, and that

the entire 2,007 packages are consigned to "order." This manifest is dated "London, 8 December, 1862," and is signed "Spyer & Haywood, brokers."

The log-book speaks of the voyage on which the vessel was when she was captured, as one from London to Nassau. It shows that the crew came on board on the 8th of December, 1862; that the pilot came on board the next day; that then the vessel was towed down the river from London as far as Erith; and that on the 10th of December she was towed to Gravesend, and thence made sail, the pilot leaving her on the 12th. The sea log commences at noon of the 13th. On the 15th the vessel put into Falmouth on account of heavy weather, where she remained until the 23d, when she proceeded on her voyage. The last entry in her log is at noon on the 1st of February, 1863, in latitude 24° 18′ N. and longitude 69° 04′ W.

The cargo books give the numbers and marks of each package composing the cargo, with the length, breadth, depth, and solid contents of each, but the packages are simply mentioned as cases, bales, bags, casks and half barrels, without a designation of the contents, except in the instances of the 606 boxes of tin, the 220 bags of coffee, the 4 cases of ginger, the 10 bags of cloves, the 150 chests and 150 half chests of tea, the 60 bags of pepper, and the 3 cases of samples.

There were no invoices of any part of the cargo found on board of the bark.

On the 12th of May, 1863, the court made an order, on the application of the district attorney, that the marshal cause the packages mentioned in the bills of lading, marked Nos. 3 and 4, found on board of the vessel, to be opened and examined in the presence of the counsel of the respective parties; and that the marshal take an inventory of the contents of the packages in the presence of the parties, and make a report thereof to the court, showing the character and quantity of the contents of the packages. This order was made, upon its being shown to the court that, on

the unlading of the cargo by the marshal, three cases had been discovered containing brass army and navy buttons, some of which were stamped "C. S. N.," and others "A.," "I." and "C.," respectively, and all of which purported, by the stamp on the inside, to be manufactured by S. Isaac, Campbell & Co., of London, and also 1 case of swords, 1 case of sword bayonets, 10 kegs of saltpetre, and 606 boxes of tin.

On the 27th of May, 1863, the marshal's report of the examination of the packages mentioned in the bills of lading, marked Nos. 3 and 4, was filed, accompanied by an inventory of their contents. The articles enumerated in that report which deserve especial mention are the following: 20 bales of "army blankets, butternut color;" 1 case of assorted needles, "manufactured by Isaacs, Campbell & Co., London;" 1 case containing "about 320 gross navy buttons," and in regard to which the report says: "These buttons are of the sizes used in the United States navy. They are made of brass, and are marked on the under side 'Isaacs, Campbell & Co., 71 Jermyn street, London.' On the upper side they are stamped 'C. S. N.,' with the impress of a foul anchor and two cannon;" 2 cases containing "about 616 gross army buttons," in regard to which the report says: "These buttons are of the kind used in the United States army. They are made of brass, marked on the under side 'Isaacs, Campbell & Co., 71 Jermyn street, London.' On the upper side, some are stamped 'I.,' others 'C.,' and others 'A.;'" 7 bales of "army cloth," in regard to which the report says: "This cloth is of the description used in the United States army, and is of red, yellow, dark blue, light blue, dark green, light green, and other colors;" 1 case containing "1 dozen cavalry swords and 1 dozen cavalry bayonets, manufactured by Isaacs, Campbell & Co.;" 14 cases of "army brogans;" 1 case of "water-proof navy boots;" and 606 boxes of tin plate. The rest of the cargo covered by the bills of lading, Nos. 3 and 4, was reported to consist of envelopes, lead pencils, felt

hats, woollen undershirts, men's white shirts, linen and spool thread, linen collars, woollen gloves, Congress gaiters, dry goods, scarfs, neck ties, hair brushes, men's drawers and wrapping paper.

In announcing my decision in this case, just before the summer recess, I stated that the opinion of the court in full would be drawn up at a later day. In preparing that opinion, I find that, in a report of the appraisement of the whole of the cargo, made by the prize commissioners, and filed on the 14th of October, 1863, the 53 packages covered by the bills of lading Nos. 2 and 6, (the contents of which are not mentioned in those bills of lading, nor in the report on the contents of the packages covered by the bills of lading Nos. 3 and 4,) consisted of the following articles: 2 cases of oil of peppermint, 10 kegs of saltpetre, 15 casks of mustard, 17 casks of Epsom salts, 2 cases of calomel, 4 casks of carbonate of ammonia, 1 case of gum opium, and 2 cases of nutmegs. The marks and numbers on these 53 packages, as given in the report filed October 14, 1863, identify them with 53 of the packages specified in the marshal's report, filed April 9, 1863, the oil of peppermint being specified in the latter report as drugs, and the calomel, carbonate of ammonia and gum opium simply as merchandise. The net weight of the saltpetre is stated in the report filed October 14, 1863, to be 1,080 pounds, and that of the coil of rope to be 554 pounds. It appears by that report that what are called in the report of the marshal, filed May 27, 1863, 20 bales of "army blankets, butternut color," consisted of 540 pairs of "gray army blankets" and 24 pairs of "white blankets;" that there were 360 gross of brass navy buttons, marked "C. S. N.," 10 gross of army buttons, marked "A.," 397 gross of army buttons, marked "I.," and 148 gross of army buttons, marked "C.," being in all 555 gross; and that there were 8 cavalry sabres, 11 sword bayonets, 992 pairs of army boots, 97 pairs of russet brogans, and 47 pairs of cavalry boots. The entire appraisement of the cargo by the prize com-

missioners amounted to $184,141 99, and they appraised the vessel at $7,500.

The depositions *in preparatorio* of James May, the master; Alexander C. T. L. Hertel, the mate; Patrick Kerns, the boatswain; and Henry Millichamp, the cook and steward, were taken on the 14th of February, 1863.

Upon the hearing of the cause, the counsel for the libellants and captors invoked into this case the proofs taken in the cases of the Stephen Hart and the Gertrude, which were on the docket of this court, for trial at the same time with the present case. This invocation was made under the 33d standing rule of this court, in prize cases, which provides, that "when the same claimants intervene for different vessels or for goods, wares or merchandise captured on board different vessels, and proofs are taken in the respective causes, and the causes are on the docket for trial at the same time, the captors may, on the hearing in court, invoke, of course, in either of such causes, the proofs taken in any other of them, the claimants, after such invocation, having liberty to avail themselves also of the proofs in the cause invoked." The court permitted these invocations to be made. In the cases of *The George*, (1 *Wheaton*, 408,) and *The Experiment*, (8 *Wheaton*, 261,) the propriety of the practice of invoking testimony from the papers of other vessels in possession of the court is recognized; and in the case of *The Vriendschap*, (4 *Ch. Rob.*, 166,) Sir William Scott permitted the captor to invoke the deposition of the claimant, made in a former case, in which he was owner and master, upon the principle that it was proper to use the deposition, not as decisive of the case then before the court, but as evidence not improper to be taken in conjunction with that which the case afforded.

The Stephen Hart was a schooner, captured on the 29th of January, 1862, between the southern coast of Florida and the island of Cuba. The claimants of the whole of her cargo were Saul Isaac and Samuel

Isaac, composing the firm of S. Isaac, Campbell & Co., the same persons who claim to be the owners, jointly with Begbie, of the whole of the cargo of the Springbok. It also appeared in the case of the Stephen Hart, that the brokers who had charge of the lading of her cargo were Spyer & Haywood, the same parties who appear as brokers of the cargo in the present case, and as shippers of a part of it, and as agents for Begbie and for S. Isaac, Campbell & Co. It appeared, in the case of the Stephen Hart, that S. Isaac, Campbell & Co. were dealers in military goods, and that the entire cargo of that vessel, consisting of arms, munitions of war and military equipments, was laden on board of her in England, under the direction of S. Isaac, Campbell & Co., in co-operation with the agents, at London, of the "Confederate States," with the design that the cargo should run the blockade into a port of the enemy, either in the Stephen Hart, or in a vessel into which the cargo should be transshipped at some place in Cuba, and that S. Isaac, Campbell & Co. intrusted to the agent of the "Confederate States" in Cuba the determination of the question as to the mode in which the cargo should be transported into the enemy's port. The cargo of the Stephen Hart was condemned by this court, as lawful prize, on the ground that, being contraband of war, it was sent from England with an ostensible destination to Cuba, but with a real destination to the enemy's country, by S. Isaac, Campbell & Co.

The Gertrude was a steamer, captured on the 16th of April, 1863, in the Atlantic ocean, off one of the Bahama islands, while she was on an ostensible voyage from Nassau, N. P., to St. John's, N. B. The libel was filed against her in this court on the 23d of April, 1863, and she was condemned, with her cargo, as lawful prize, on the 21st of July, 1863. No claim was put in to either the Gertrude or her cargo. It appeared that she cleared from Greenock on the 22d of January, 1863, for Nassau and Havana. She was registered at the custom-house in London, her certifi-

cate of registry being dated January 10, 1863, in the name of Thomas Sterling Begbie as her sole owner, and she is stated in such certificate to have been built at Glasgow on the 6th of January, 1863. The testimony in the case of the Gertrude showed that she belonged to Thomas Sterling Begbie, of London; that her cargo consisted, among other things, of hops, dry goods, drugs, leather, cotton cards, paper, 3,960 pairs of gray army blankets, 335 pairs of white blankets, linen, woollen shirts, flannel, 750 pairs of army brogans, Congress gaiters, soda ash, 500 boxes of tin plate, and 24,900 pounds of powder; that she was captured after a chase of three hours, paying no heed to four guns that were fired by her captor, but endeavoring to escape; that, when captured, she was making for the harbor of Charleston, her master knowing of its blockade, and having on board a Charleston pilot under an assumed name; that her cargo was shipped at Nassau by Henry Adderley & Co. for St. John's, N. B., by a bill of lading to order, indorsed by them in blank, and that she had on board a consignee's letter from Henry Adderley & Co., addressed to Messrs. W. & R. Wright, St. John's, N. B.

An examination of the marshal's report of the contents of the packages on board of the Springbok, mentioned in the bills of lading Nos. 3 and 4, filed May 27, 1863, and of the prize commissioners' report of the contents of the packages composing the cargo of the Gertrude, filed June 1, 1863, discloses some singular facts. The report in the case of the Springbok specifies "18 bales of army blankets, butternut color," each marked *A, in a diamond*, and numbered 544 to 548, 550, 552, and 555 to 565. The report in the case of the Gertrude shows a large number of bales of "army blankets," each marked *A, in a diamond*, and numbered with various numbers, scattered from 243 to 534, and then commencing to re-number again at 600. In the inventory and appraisement of the cargo of the Springbok, before referred to, filed October 14, 1863, these 18 bales of blankets are set out as be-

ing each marked *A*, *in a diamond*, *G. C.*, and numbered 544 to 548, 550, 552 and 555 to 565, and as being "gray army blankets." In an inventory and appraisement of the cargo of the Gertrude, made after her condemnation, and filed August 25, 1863, the bales of army blankets found on board of her are described as each marked *A*, *in a diamond*, *G. C.*, and as being numbered with various numbers, scattered between 237 and 534, there being none higher than the latter number, and as being "gray blankets." So, also, in the cargo of the Springbok is found a bale marked *A*, *in a diamond*, and numbered 779; while in the cargo of the Gertrude are found bales each marked *A*, *in a diamond*, and numbered 780, 782, 784, 786, 788, 789 to 799. So, too, in the Springbok are found 9 cases, each marked *A*, *in a diamond*, and numbered 976 to 984, and 4 bales, each marked *A*, *in a diamond*, and numbered 985 to 987 and 989, all of which cases and bales are specified in the appraisement report of October 14, 1863, by the same marks and numbers, and the 4 bales are therein stated to be "men's colored travelling shirts." In the Gertrude are found 5 bales, each marked *A*, *in a diamond*, and numbered 988, 990, to 992 and 998, and which, in the appraisement report of August 25, 1863, are specified by the same marks and numbers, and described as "men's colored travelling shirts." In the Springbok are found 4 cases of men's white shirts, each marked *A*, *in a diamond*, and numbered 994 to 997. So, also, in the Springbok are found packages, each marked *A*, *in a diamond*, *S. I. C. & Co.*, and numbered 1221 to 1234, containing spool cotton and linen thread, and a package similarly marked, and numbered 1247, containing linen collars, and 3 packages similarly marked, and numbered 1267 to 1269, containing men's hose and gloves; also, 3 packages, marked *A*, *in a diamond*, and numbered 1264 to 1266, containing the navy and army buttons before mentioned; also, 9 cases, similarly marked, (which, however, are specified in the report of October 14,

1863, as each marked *S. B., in a diamond, S. I. C. & Co.,*) and numbered 1289, 1300 to 1304, 1306, 1322, and 1351, and containing shirts and drawers; also, 2 cases, each marked *A, in a diamond,* and numbered 1307 and 1308, containing hose; also, 6 bales of army cloth, similarly marked, and numbered 1400 to 1405; also, 1 case, similarly marked, and numbered 1406, containing cavalry swords and bayonets; also, 1 case, similarly marked, and numbered 1407, containing gloves, scarfs, &c.; also, 1 case, similarly marked, and numbered 1408, containing hair brushes; also, 114 cases of Congress gaiters, similarly marked, and numbered 1309 to 1335, 1351 to 1435, 1437, and 1440; also, 14 cases, similarly marked, and numbered 1336 to 1349, containing army brogans; also, 1 case, similarly marked, and numbered 1350, containing waterproof navy boots. In the cargo of the Gertrude are found 35 cases of Congress gaiters, each marked *A, in a diamond,* and numbered 1170 to 1204; also, 10 cases of army brogans, similarly marked, and numbered 1205 to 1214; also, 1 case, containing shirts, similarly marked, and numbered 1285. On board of the Springbok is found 1 bale of brown wrapping paper, marked *A, in a diamond,* (and which is specified in the report of October 14, 1863, as marked *A, in a diamond, T. S. & Co.,*) and numbered 264. On board of the Gertrude are found a large number of bales of wrapping paper and other paper, marked *A, in a diamond, T. S. & Co.,* and numbered with numbers scattered between 1 and 170. In only one instance, so far as I have observed, is the same number found on a package in each cargo—the case of needles, in the Springbok, being marked *A, in a diamond,* and numbered 998, and a case of men's colored travelling shirts, in the Gertrude, being also marked *A, in a diamond,* and numbered 998. It would appear, from this comparison of the marks and numbers on the packages in the two cargoes, that the marking and numbering of a large portion of the packages composing both cargoes were parts of one single transaction, the numbers found in one cargo not being found in the other.

The object of the invocation into the present case of the proofs in the cases of the Stephen Hart and the Gertrude is, as is claimed on the part of the libellants, to show that S. Isaac, Campbell & Co., who claim an interest in the whole of the cargo of the Springbok, were the claimants of the entire cargo of the Stephen Hart; that Thomas Sterling Begbie, who claims an interest in the whole of the cargo of the Springbok, and who appears to have chartered her from her owners for the voyage on which she was captured, was the sole owner of the Gertrude; that Spyer & Haywood, who style themselves the agents of Begbie, the charterer of the Springbok, and also the agents of S. Isaac, Campbell & Co., in respect to the cargo of the Springbok, and who are also the brokers of that cargo, and the signers of its manifest, and the shippers, by the bills of lading, of a large portion of that cargo, were the brokers of the cargo of the Stephen Hart; and that there is the singular correspondence, which has been pointed out, between the marks and numbers on the packages in the Springbok, and those on the packages in the Gertrude. The conclusion sought to be drawn from all these circumstances is, that, as it is satisfactorily established that the cargoes of both the Stephen Hart and the Gertrude were, when captured, on their way to the enemy's country, into which they were designed to be introduced by a breach of blockade, and as S. Isaac, Campbell & Co. were interested in the entire cargo of the Stephen Hart, and are interested in the entire cargo of the Springbok, and as Begbie is interested in the entire cargo of the Springbok, and was the sole owner of the Gertrude, and as the brokers of the cargo of the Springbok are the same persons who were brokers of the cargo of the Stephen Hart, and as the cargoes of the Gertrude and the Springbok appear, to a large extent, to have been marked and numbered for shipment under a single system of marking and numbering, the inference is a fair one that the cargo of the Springbok had the same destination which this court

has found to have been the destination of the cargoes of the Stephen Hart and the Gertrude. This inference I regard as a very proper one, and as warranted by the proofs invoked.

In addition to the practice of invocation, it is the uniform custom of prize courts to take cognizance of the *status* of the claimants who appear before it, with a view to see whether they come with clean hands, or whether they have been before engaged in a traffic similar to that with which they are charged in the particular case. Thus, in The Juffrouw Elbrecht, (1 Ch. Rob., 127,) the vessel was claimed as neutral property by a person who was said, by Sir William Scott, not to be a "*novus hospes*" in the court, but to have appeared in former cases, in one of which he had sworn that a vessel was his property, when it was proved in evidence that she continued to be the property of her former enemy owner. Sir William Scott says: "The effect of this experience on our parts will be not to shut the door against him, because every case is to be examined principally by its own evidence; but, at the same time, it would be wrong to set up technical rules against the rules of common justice and reason, and to consider him as a person whose claims in this court do not require an investigation peculiarly strict." So, also, in the Argo, (1 Ch. Rob., 158,) Sir William Scott remarked that the vessel was asserted to have been purchased in the enemy's country for parties claiming to be neutrals, whose transactions had appeared before the court, in other cases, not much to their advantage. He added: "Although it is not on considerations of this kind that I must determine the present case, I cannot entirely overlook the conduct of parties, as far as it has judicially pressed itself on my notice." "The circumstances of a case may be such as to make it utterly incredible, although there are confident attestations in support of it. The circumstances may be highly unnatural and irreconcilable with any view of a fair transaction. The court must undoubtedly

be upon its guard against running wild upon mere general presumptions, but it must judge of the common transactions of life upon the same ordinary principles on which the probity and fairness of such matters is examined in the general practice of mankind." In the Rosalie and Betty, (Ch. Rob., 343,) Sir William Scott says: "In considering this case, I am told that I am to set off without any prejudice against the parties from anything that may have appeared in former cases; that I am not to consider former circumstances, but to suppose every case a true one till the fraud is actually apparent. This is undoubtedly the duty, in a general sense, of all who are in a judicial situation; but, at the same time, they are not to shut their eyes to what is generally passing in the world—to that obvious system of covering the property of the enemy, which, as the war advances, grows notoriously more artificial. Higher prices are given for this secret and dishonorable service, and greater frauds become necessary. Old modes are exploded as fast as they are found ineffectual, and new expedients are devised to protect the unsound part better from the view of the court. Not to know these facts, as matters of frequent and not unfamiliar occurrence, would be not to know the general nature of the subject upon which the court is to decide. Not to consider them at all would not be to do justice. The very nature of the inquiry necessarily suggests something of this kind, for the inquiry is to see whether the property does *bona fide* belong to those who are ostensibly represented to be the proprietors. It is an inquiry, therefore, which is necessarily attended with some doubt *in limine*. No reasonable man will say that the court is to look at cases in the same manner where no special reason for fraud exists, and where the enemy is driven to it by a necessity that is notorious, as the only means of getting home his property, and when such artifices are not unfrequently known to prevail; and more especially when the persons appearing as claimants have been ex-

posed to the experience of the court, as having engaged in such a trade, and do not stand before the court with those general credentials which belong to the conduct of a pure and unimpeached neutrality. I am afraid the observation of those who attend this court will apply these remarks to the owner of the ship. The claimant of the cargo has not, in my recollection, appeared before the court on any former occasion. I do not say that the conduct of the owner of the ship will, in general, affect the cargo; but if the parties appear bound up together, in an intimate connexion and co-operation, in measures which a court cannot see without disapprobation, such an occurrence cannot but form a foundation for the unfavorable reception of the case of a party so connected in that transaction." In the case of the Experiment, (8 Wheaton, 261,) which was a case of alleged collusive capture by a privateer, Mr. Justice Story, in delivering the opinion of the court, says: "It cannot escape the attention of the court that this privateer has already been detected in a gross case of collusive capture, on the same cruise and under the same commission. This is a fact of which, sitting as a court of admiralty, we are bound to take notice; and it certainly raises a presumption of ill faith in other transactions of the same parties, which can be removed only by clear evidence of honest conduct. If the circumstances of other captures during the same cruise are such as lead to serious doubts of the fairness of their character, every presumption against them is greatly strengthened, and suspicions once justly excited in this way ought not to be easily satisfied." In the Nancy, (3 Ch. Rob., 122,) Sir William Scott alludes to the fact that the claimants in the case had not conducted themselves, in some cases which had come before the court, with that purity which ought to distinguish the conduct of considerable merchants. The case of the Nancy is cited with approbation in Moseley on Contraband, 99, as supporting the principle that the known character of the owners and

agents of a vessel, as connected with contraband trade, is a circumstance to be considered upon the question as to whether there be so much reason to doubt the regular papers of the vessel as to warrant the court in disregarding them.

The principles laid down in the cases I have cited apply with peculiar force to the present case. I referred, in my opinion in the case of the *Stephen Hart*, to the manner in which the trade in contraband goods, and in running the blockade to the ports of the enemy, had been carried on during the present war. A large portion of that trade has been conducted through the port of Nassau, the goods being sent from England to that port, and there transshipped in bulk into swift steamers, such as the *Gertrude* was, in which to be carried through the blockade. This course of trade has come to be a regular system, and when parties like S. Isaac, Campbell & Co., and Begbie are before the court, who have been engaged in carrying on that species of trade in other cases, it is impossible for the court to shut its eyes to the notorious character of the traffic, or to the unfavorable position occupied by those claimants.

I announced, in the case of the *Stephen Hart*, the leading principles of public law which apply to the present case, and also to the case of the *Peterhoff*, and discussed them at considerable length. Those principles, as established by the highest authorities in England, as well as in this country, are, that articles contraband of war, destined for the aid and use of the enemy, and on transportation by sea to the enemy's country, are liable to capture as lawful prize of war, if seized while being so transported; that, if a cargo be despatched from a neutral port, with an intention, on the part of the person despatching it, that, in violation of a blockade known to exist, it shall enter a port of the enemy, it may be captured as lawful prize; that contraband articles destined, on their departure from a neutral port, to be delivered to the enemy, either by being carried directly into a port of the enemy in the vessel in which

they leave the neutral port, or by being transshipped, at another neutral port, into another vessel, are the subject of capture; that, if the contraband articles are really intended to be delivered to the enemy at some other place than the neutral port named in the papers of the vessel as the destination of the cargo, and that neutral port is to be used merely as a port of call or of transshipment, and the goods are not to be delivered there for discharge and general consumption or sale there, and if, in that way, the representations contained in the papers of the vessel are false and fraudulent as to the real destination of the goods, they are liable to capture; that no principle of the law of nations, and no consideration of the rights and interests of lawful neutral commerce, requires that the mere touching at a neutral port, either for the purpose of making it a new point of departure of the vessel to a port of the enemy, or for the purpose of transshipping the contraband goods into another vessel, which may carry them to the destination which was intended for them when they left their port of departure, can exempt the goods from capture; that the division of a continuous transportation of contraband goods into several intermediate transportations, by means of intermediate voyages by different vessels carrying such goods, cannot cause a transportation which is, in fact, a unit, to become several transportations, although, to effect the entire transportation of the goods requires several voyages by different vessels, each of which may, in a certain sense, and for certain purposes, be said to have its own voyage, and although each of such voyages, except the last one in the circuit, may be between neutral ports; that such a transaction cannot make any of the parts of the entire transportation of the contraband goods a lawful transportation, when the transportation would not have been lawful if it had not been thus divided; that, whether the vessel is to stop at the neutral port merely as a port of call, and then go on to the enemy's port, or whether the cargo is to be transshipped, at the neutral port, to another vessel, to be

transported to the enemy's port, there is in either case an absence of all lawful neutral commerce to a neutral port, and the transportation of the contraband goods is, in either case, to be considered as a unit, from the port of lading to the port of delivery in the enemy's country; that, if any part of such transportation be unlawful, it is unlawful throughout; and that the contraband goods are subject to capture, as well before arriving at the neutral port as during their transportation by sea from such neutral port to the port of the enemy. I shall not recapitulate here the authorities and the reasoning on which these principles are upheld, but shall refer to my opinion in the case of the *Stephen Hart* for their full exposition; and I do this the more readily, as the cases of the *Stephen Hart* and the *Peterhoff*, as well as this case of the *Springbok*, have, it is understood, been carried by appeal to the Supreme Court of the United States.

The first inquiry is, whether, upon these principles, the cargo of the *Springbok* is liable to condemnation. The contraband goods on board of the *Springbok* are alleged to be the army blankets, the navy buttons, the army buttons, the army cloth, the cavalry swords, the bayonets, the army brogans, the navy boots, the tin plate, and the coil of rope, to say nothing of the saltpetre and the drugs, which formed a portion of the contents of the packages covered by the bills of lading Nos. 2 and 6, the contents of which packages were not embraced in the report of the marshal filed May 27, 1863, but were only disclosed in the appraisal report of the prize commissioners filed October 14, 1863. While I do not decide that all of these articles are necessarily contraband of war, it is sufficient to say that some of them are clearly so.

The well-settled rule of law is, that where contraband goods, destined for the use of the enemy, are found on board of a vessel, all other goods on board of that vessel belonging to the owner of the contraband articles, even those goods which are innocent, must share the fate of the contraband goods. (*Halleck on*

International Law, chap. 24, *sec.* 6, *p.* 573.) The penalty of contraband extends to all the property of the same owner involved in the same unlawful transaction; and, therefore, if articles which are contraband, and are going to the enemy, are on board of the same vessel with articles which are not contraband, and all the articles belong to the same owner, all will be alike condemned, the innocent articles being affected with the contagion of the contraband articles. (3 *Phillimore on International Law, sec.* 277; 2 *Wildman's International Law*, 217; *The Sarah Christina*, 1 *Ch. Rob.*, 237.) As in the present case, the entire cargo is claimed by the same owners, if the contraband articles are to be condemned as having been on their way to the enemy at the time they were seized, all the rest of the cargo must be likewise condemned.

I now proceed to an examination of the depositions *in preparatorio* taken in the present case.

Captain May says, (*Int.* 3,) that he does not know on what pretence the capture was made. Hertel, the mate, says, (*Int.* 3,) that the seizure was made on the supposition that the cargo was contraband of war. Kerns, the boatswain, says, (*Int.* 3,) that he understood that the seizure was made because the bills of lading did not show what was in some of the cases on board. Millichamp, the cook and steward, says, (*Int.* 3,) that he understood they were captured because they had goods contraband of war on board, and that he heard no other reason given. It is very singular that Hertel and Millichamp, both of them, assign the suspicion of contraband as the alleged reason for capture, and that Kerns assigns substantially the same reason, namely, that the bills of lading did not show the contents of some of the packages, while Captain May assumes not to know what reason was assigned for the capture. It is ascertained that there were contraband goods on board, and it also appears that the contents of a very large portion of the packages covered by the bills of lading are not disclosed in the bills of lading, or in any other papers on board of the

vessel, and that the only articles which are specified either in the bills of lading, the manifest, the cargo books, or any other papers found on board of the vessel, are the tea, coffee, ginger, pimento, cloves, pepper and tin.

Captain May says (*Int.* 11,) that the vessel was bound to Nassau, N. P., when seized; that the voyage began at London, and would have ended at some port in the United Kingdom; that the cargo was general merchandise; and that he is not aware that she had any goods contraband of war on board. That she had contraband goods on board, and what they were we have already seen. It is a principle of prize law, that a master cannot be permitted to aver his ignorance of the contents of contraband packages on board of his vessel; and that he is bound, in time of war, to know the contents of his cargo (*The Oster Risoer*, 4 Ch. Rob., 199.) Hertel says, (Int. 11,) that the voyage began at London, and was to have ended, according to the shipping articles, at any port in the United Kingdom of England or Ireland, or any port on the continent of Europe between Brest and the river Elbe; that the voyage was to Nassau; that he does not know where they intended to go after leaving Nassau; that they intended to discharge their cargo at that place; that it was a general cargo; that he has no knowledge, information, or belief, as to the contents of the packages; that he took them all on board, and gave receipts for them; and that, to the best of his knowledge, information, and belief, there were on board no goods contraband of war. Kerns says, (Int. 11,) that the vessel was bound to Nassau with a general cargo, the contents of which he does not know, and that he does not know that she had on board any goods contraband of war. Millichamp says, (Int. 11,) that the voyage was from London to Nassau, and thence to any port in the West Indies, North America, or the United States, and thence back to any port in the United Kingdom, according to the shipping articles, which he signed; that the cargo was all on board

when he joined the vessel, except two cases or boxes, which were put on board the day before they sailed; and that he knows nothing concerning the cargo, or whether or not she had on board anything contraband of war. The two cases referred to by Millichamp are undoubtedly the two packages mentioned in the bill of lading No. 3, and which are the sole contents of that bill, one of them being the bale of brown wrapping paper, and the other being one of the two cases containing the army buttons. Bill No. 3 is dated December 8, while bills Nos. 2 and 6 are dated December 6, and bills Nos. 4 and 5 have no date.

Captain May says, (Int. 16,) that the vessel was consigned to B. W. Hart, esq., Nassau, and the cargo to the order of the charterers, indorsed on the bills of lading; that the goods were to be delivered at Nassau for account and risk of Begbie & Co., of London, the charterers; and that he does not know to whom the goods would belong if restored. Hertel says, (Int. 16,) that the cargo was shipped by Spyer & Haywood, of London, consigned to B. W. Hart, of Nassau; and that it was to have been delivered at Nassau, but he cannot say for whose real account, risk, or benefit.

Captain May says, (Int. 17,) that there were three sets of either three or four bills of lading of the goods on board of the vessel; and that there were no false bills of lading, nor any signed other than those on board when she was taken. He also says (Int. 18,) that there were no papers on board showing the ownership of the cargo; and (Int. 19) that the charter-party for the voyage was signed by Begbie & Co.

The master and all on board knew (Int. 21) of the blockade of the ports of the enemy.

I am entirely satisfied, from all the evidence in the case, that the cargo of the Springbok was intended to be delivered in the enemy's country, by transshipment, at Nassau, into a vessel in which it should be carried through the blockade, and that such was the intended destination of the cargo on its departure from Eng-

land. The papers found on board of the vessel, so far as they represent Nassau as the ultimate destination of the cargo, were false and simulated. There was no *bona fide* intention of landing the cargo at Nassau for sale or consumption there, so that it might be incorporated at Nassau into the common stock in that market; but, if it was to be landed there at all, it was only to be so landed for the purpose of being transshiped, in bulk, into another vessel, in pursuance of the original destination of the cargo to the enemy's country. The port of Nassau was to be used only as a port of transshipment of the cargo. In the case of *The Thomyris, (Edwards's Adm. Rep.*, 17,) Sir William Scott says: "It is a clear and settled principle, that the mere transshipment of a cargo at an intermediate port will not break the continuity of the voyage, which can only be affected by a previous actual incorporation into the common stock of the country where the transshipment takes place. If there was nothing more than a transshipment of the cargo from one vessel to another, that will not alter the transaction in any respect, and it must still be considered as the same continuous voyage to the port where the cargo was ultimately to be delivered." Many authorities, to the same effect, were cited by me in the case of *The Stephen Hart*. The case of *The Joseph (8 Cranch*, 451) may also be referred to.

The absence from the bills of lading of all mention of the contents of any of the packages composing the cargo, except the tea, coffee, ginger, pimento, cloves, and pepper, and the fact that the manifest makes no mention of the contents of any of the packages, leads to the conclusion that, if the master did not in fact know what were the contents of the packages, his ignorance was a studied ignorance. But the more reasonable conclusion, in view of his declared want of information as to the cause of his capture, while the other witnesses frankly declare the cause to have been the suspected presence of contraband goods, or the defective character of the bills of lading, is, that his ignorance is affected and not real.

The circumstance that all the bills of lading say that the freight is to be paid "as per charter-party," shows that the charterer of the vessel, Begbie, must have been interested in the whole of the cargo. The inference that there was a single ownership of the whole of the cargo, although part of it was shipped in the name of Moses Brothers, and the rest of it in the name, some of Spyer & Haywood, and some of Spyer & Haywood as agents, is deducible from the fact that Spyer & Haywood, as agents for the charterer, instructed Captain May, on his arrival at Nassau, to report to Mr. Hart for orders as to the delivery of the cargo; and from the further fact, that Spyer & Haywood, as agents for S. Isaac, Campbell & Co., enclosed, in a letter to B. W. Hart, the bills of lading Nos. 5 and 6, which comprise the entire contents of the cargo, except the two packages mentioned in bill No. 3, being the bale of brown paper and one case of the army buttons; and from the further fact, that Spyer & Haywood signed the indorsement on the charter-party, and also, as brokers, signed the manifest of the entire cargo. There was, therefore, a single ownership for the entire cargo, both contraband and non-contraband; and it is fair to infer, from all the evidence, that there must have been a single destination for the whole of the cargo. If, therefore, any particular destination can, with certainty, be affixed to any portion of the cargo, the same destination must, on all the evidence, be ascribed to the whole of it.

The absence from on board of the Springbok of any of the invoices of the cargo is a fact of peculiar significance in the present case. The bills of lading mention no articles except the tea, coffee, ginger, pimento, cloves and pepper. The manifest specifies nothing as to the contents of the packages. The cargo books only mention tea, coffee, ginger, cloves, pepper, and tin. If the invoices had been on board, they would, if they were as true and full as genuine invoices should be, have disclosed the full particulars of the

cargo. The inquiry is a pregnant on. Why were the invoices not on board of the vessel? If they had been, their disclosure of the contraband articles could have worked no injury if those contraband articles were not on their way to the enemy of the United States. What, then is the proper inference to be drawn from the absence of the invoices? Most cerainly, that the contraband articles which were in fact on board, and whose existence was not disclosed by the bills of lading, the manifest or the cargo books, but whose presence would have been disclosed by true and proper invoices, were on board for some unlawful purpose and upon some unlawful destination. Such purpose could, on all the evidence in the case, only have been to supply the enemy of the United States, and such destination could only have been the country of the enemy. Captain May testifies to the existence of invoices, and says, (Int. 31,) that he believes that invoices and duplicate bills of lading were to be sent to Nassau by mail steamer. Spyer & Haywood, as agents for S. Isaac, Campbell & Co., enclosed to B. W. Hart, of Nassau, in their letter to him of December 8, 1862, "under instructions from Messrs. S. Isaac, Campbell & Co.," "bills of lading for goods shipped per Springbok," but they did not enclose in that letter invoices of the goods covered by the bills of lading. Why should they not have done so, if the goods were, in the way of lawful commerce, to be landed at Nassau for sale or consumption there, and to be incorporated there into the common stock of that market? What other motive could there have been for sending the invoices by mail, as suggested by the master, while the bills of lading were sent by the vessel herself, except to conceal from the offices of any cruiser of the United States by whom the papers of the vessel should be examined on her voyage, all knowledge that contraband articles were on board? And what motive could there be for concealing that knowledge, if, in fact, those contraband articles were not destined for the enemy of the United States, but

were destined for use or sale at the neutral port of Nassau? The effect of the dissembling of contraband goods in the papers of a vessel is commented upon by Sir WilliamScott in *The Richmond*, (5 *Ch. Rob.*, 290;) and the absence from on board of a vessel in time of war of invoices of her cargo is laid down by all the authorities as being a suspicious circumstance, as affecting the question of the honesty of the commerce. (1 *Kent's Commentaries*, 157; *Halleck on International Law*, *chap.* 25, *sec.* 25, *p.* 622.) And, in some of the treaties of the United States with foreign countries, it has been provided that, in time of war, the vessels of both nations, being laden, must be provided, among other papers, "with certificates containing the several particulars of the cargo," "that so it may be known whether any forbidden or contraband goods be on board the same." (*The Amiable Isabella*, 6 *Wheaton*, 1; *Treaty of* 1795 *with Spain*, *article* 17, 8 *U. S. Stats. at Large*, 148; *Convention of* 1800 *with France*, *article* 17, *Id.*, 186.) The foundation of this rule of law, which exists and is to be administered, whether embodied in treaty stipulations or not, is, that in time of war, a vessel should be furnished with documents showing the particulars of her cargo, particularly where, as in the present case, the vessel is documented for a neutral port in the vicinity of the ports of one of the belligerents, and that neutral port is one extensively used as a mere port of call and of transshipment for vessels and cargoes bound to ports of the enemy of the United States, and where, too, as in the present case, the parties claiming to own the cargo have been engaged in previous adventures connected with running the blockade, or introducing cargoes of contraband goods into the enemy's country.

The facts that the original bills of lading Nos. 5 and 6, made out to "order," are indorsed in blank; that the bill of lading No. 2, which is a duplicate of No. 6, and is a "captain's copy," is indorsed in blank; that the very brief letter of instructions to Captain May from Spyer & Haywood, as "agents for the char-

terer," dated December 8, 1862, simply directs him to proceed to Nassau, N. P., "and, on arrival, report yourself to Mr. B. W. Hart there, who will give you orders as to the delivery of your cargo, and any further information you may require; "and that Spyer & Haywood, as agents for S. Isaac, Campbell & Co., sent to Hart the bills of lading for substantially the whole of the cargo, justify the conclusion that the cargo in bulk, as a whole, was put under the orders of Mr. Hart, not to be sold or used at Nassau, but to be forwarded by transshipment to some other destination. What was that destination? It is clearly indicated by the initials "C. S. N." stamped upon the 50,000 navy buttons, those initials standing for the words "Confederate States Navy," and by the initials "I." "C." and "A." stamped upon the 80,000 army buttons, which severally represent the words, "infantry," "cavalry," and "artillery." The destination of those navy buttons was unquestionably the country of the enemy of the United States, which enemy styles itself "The Confederate States of America." The navy buttons must have been destined for the use of the navy of the enemy, and the army buttons were for the use of its army. Such destination was intended by S. Isaac, Campbell & Co., for the buttons are all of them stamped with their name and place of business in London. Such also was the only appropriate destination of the "gray" or "butternut color" army blankets. And all of those articles were to be made of use to the enemy by being introduced into the country of the enemy.

The fact that the claim of the Isaacs and Begbie is not signed by them, but is signed by Mr. Kursheedt, their proctor of record, and that the test oath to the claim is made by the proctor, has not escaped my attention. The claim states everything on information and belief. The test oath, although made on the 24th of March, 1863, forty days after the service of process on the car o, states that it is impossible to communicate with the claimants, all of whom, it says, reside

in London, in time to allow them to make the claim and test affidavit. Yet the affidavit made by the proctor states that his information as to the matters set up by him is derived from letters and communications then very lately received by him from the claimants, and from documents in his possession placed there by the claimants, and which authorize him to intervene and act as agent as well as proctor for them as to the cargo. It would seem as if the time which was sufficient for sending from New York to London intelligence of the capture of the cargo, and for sending back the letters, communications, and documents mentioned, but none of which were placed before the court, would have been sufficient to procure the signatures and oaths of the claimants of the cargo to a claim and a test affidavit. The same gentleman who thus acted as proctor in the case of the Springbok was the proctor for S. Isaac, Campbell & Co. in the case of the Stephen Hart. In that case a claim was put in to the cargo, signed at London by Samuel Isaac, and the test affidavit thereto was made by him at London. I also find that the test oath made by Mr. Kursheedt in the case of the Springbok, and that made by Samuel Isaac in the case of the Stephen Hart, contain the same peculiar form of averment, that it was not intended that the vessel should enter, or attempt to enter, *any port of the United States*, or that her cargo should be delivered at *any such port*. I cannot but regard with suspicion the circumstances that the claim and oath are not made by the claimants, but by their proctor, that so unsatisfactory an excuse is given therefor, that the papers and documents which were so weighty in the mind of the proctor in inducing his oath were not put before the court, and that the test oath is so peculiarly worded.

Upon the whole case, my conclusion is, that there are abundant grounds for condemning not only the contraband articles found on board of the vessel, as having been destined for the enemy's country, but also the entire cargo, as belonging to the owners of the contraband goods.

It is quite probable, from the coincidence of dates, that it was intended that the cargo of the Springbok should be carried from Nassau to the enemy's country by the Gertrude. Begbie, the owner of the Gertrude, sent her from Greenock, on the 22d of January, to Nassau. The Springbok, chartered by Begbie, and with a cargo on board, in all of which he had an interest, had sailed from Falmouth for Nassau on the 23d of December previous. She was captured on the 3d of February, about 150 or 200 miles east of Nassau. The Gertrude would, in due course, arrive at Nassau but a few days after the Springbok.

It is claimed that the vessel is not subject to condemnation, even though she was carrying contraband articles intended for the enemy. It is urged that her owners had no interest in any of the cargo, and had chartered her for a voyage specifically to Nassau, where, by the charter-party, she was to deliver the cargo, and that neither her owners nor her master had any knowledge that she was carrying any contraband articles, much less that those contraband articles were leaving England on a destination to the country of the enemy. But the court is of opinion that, under all the circumstances disclosed in this case, the vessel must be held to have been employed in carrying on the unlawful enterprise of transporting contraband articles on their way to the enemy's country, to be there introduced by a violation of the blockade, and that she was so employed under such a state of facts as makes her owners responsible for the unlawful transportation of the contraband articles, and for the acts of the master in relation to such transportation, to such an extent as to justify the condemnation of the vessel. Formerly, the mere fact of carrying a contraband cargo rendered the vessel liable to condemnation, but the modern rule is different. The carrying of contraband articles is now attended only with loss of freight and expenses, unless the vessel belongs to the owner of the contraband articles, or unless there are circumstances of fraud as to the papers and the des-

tination of the vessel or the cargo, and thus an attempt, under colorable appearances, to defeat the rights of the belligerent. (*The Ringende Jacob*, 1 Ch. Rob., 89 ; *The Jonge Tobias* ld. 329 ; *The Franklin*, 3 Ch. Rob., 217.) In this last case, the owner of the vessel, who was not the owner of the cargo, was himself a neutral, and had entered into a charter-party for a voyage of the vessel from one neutral port to another neutral port. In all these particulars, he occupied the position of the owners of the Springbok But, although, in the case of *The Franklin*, the vessel was ostensibly bound to a neutral port, Sir William Scott held, that she was in fact bound to a belligerent port, and condemned her because she had on board contraband goods destined for a belligerent port. And he announces it as the settled rule of law, "that the carriage of contraband with a false destination will work the condemnation of the ship as well as the cargo." Where the owner of the vessel is himself privy to such carriage of contraband, or where the master of the vessel, as the agent of such owner, interposes so actively in the fraud as to consent to give additional color to it by sailing with false papers, the modern relaxation in favor of the vessel no longer exists. (*The Franklin*, 3 Ch. Rob., 217, *note ; The Mercurius*, 1 Ch. Rob., 288, *note*; *The Edward*, 4 Ch. Rob., 68; *The Neutralitet*, 3 Ch. Rob., 295.) These cases are cited with approbation in *Carrington v. The Merchants' Insurance Co.*, (8 *Peters*, 495, 520, 521.) In delivering the opinion in that case, Mr. Justice Story says : "The belligerent has a right to require a frank and *bona fide* conduct on the part of neutrals in the course of their commerce in times of war ; and if the latter will make use of fraud and false papers to elude the just rights of the belligerents, and to cloak their own illegal purposes, there is no injustice in applying to them the penalty of confiscation. The taint of the fraud travels with the party and his offending instrument during the whole course of the voyage, and until the enterprise has, in the undersanding of the party himself, completely terminated."

In the present case, we find that Begbie, the charterer of the vessel, is set up as the owner, jointly with S. Isaac, Campbell & Co., of the whole of the cargo; that Spyer & Haywood, the agents of Begbie, the charterer of the vessel, were also the agents of S. Isaac, Campbell & Co., the co-owners of the cargo; that Captain May, the master of the vessel, if the son of Thomas May, who is one of the three owners of the vessel; that Captain May signed bills of lading for 1,394 packages of merchandise, to be transported, in time of war, ostensibly to the port of Nassau, the principal port of call and transshipment for vessels and cargoes destined to ports of the enemy by a breach of blockade; that the contents of only 613 of the packages covered by the bills of lading were specified in them, the articles so specified being only the tea, coffee, ginger, pimento, cloves, and pepper; that he sailed with a manifest specifying not a single article contained in his cargo, but merely giving the marks and numbers on the packages, and describing them as cases, bales, boxes, chests, bags, kegs, and casks; that he sailed without any invoices containing the particulars of his cargo; that he was appointed to the command of the vessel, as he himself says, by her owners; that the only instructions he carried with him were instructions from Spyer & Haywood, as agents for Begbie, the charterer, to proceed to Nassau and to report himself to Mr. Hart there, and receive orders from him as to the delivery of the cargo; that his failure to demand and carry with him full and clear invoices, containing full particulars of his cargo, was a deliberate one, because he says (*Int.* 31) that the invoices were to be sent to Nassau by mail steamer, thus showing that he knew of the existence of invoices of the cargo; and that he declares his ignorance of the contents of the cargo, or that there were any goods contraband of war on board—an ignorance which the court cannot, under the circumstances, regard as a real ignorance, and which, if it were a real ignorance, is inexcusable on the part of a master in time of war. The con-

clusion is irresistible, that the master was carrying this cargo, composed, in part, of contraband articles, under false papers. He, and the owners who appointed him as their agent, must be regarded, under the circumstances, as affected with knowledge of the contraband articles on board, and of their destination to the same extent as if actual knowledge thereof were brought home to the master and the owners. The master, and, through him the owners, must be held to the same knowledge of the carriage by the vessel of the navy buttons, which could have but one destination, as if they had personally and knowingly put those articles on board. The master's ignorance that such navy buttons were on board, when he would have learned the fact if he had required the production to him, so that he might carry them on board of his vessel, of invoices containing full particulars of the cargo, was a wilful shutting of his eyes, under such circumstances as to make him and the owners of the vessel responsible for the carrying of whatever contraband articles should turn out to be on board, destined for the use of the enemy. Moreover, charged, as he and his owners must therefore be, with knowledge that the contraband articles were on board, and were going to the enemy, the owners must be held responsible for the documenting of the cargo by the master, by means of the bills of lading, to the neutral port of Nassau, when it was in fact destined, composed in part of contraband goods, to a port of the enemy. This was, on the part of the master, for whose acts the owners of the vessel are responsible, a carrying of the contraband articles under a false destination, and with false papers, thus bringing the case directly within the authorities before cited. If the owner of a vessel places it under the control of a master who permits it to carry, under false papers, contraband goods, ostensibly destined for a neutral port, but in reality going to a port of the enemy, he must sustain the consequence of such misconduct on the part of his agent. (*The Ranger*, 6 *Ch. Rob.*, 125; *Jecker* v.

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Montgomery, 18 *Howard*, 110, 119; *The Mercurius*, 1 *Ch. Rob.*, 80.) In *The Vrouw Judith*, (1 *Ch. Rob.*, 150,) the principle is laid down by Sir William Scott, in respect to the act of the master of a vessel in breaking a blockade, that such act binds the owner, in respect to the conduct of the vessel, as much as if it was committed by the owner himself; that, if the master abuses his trust as to the powers with which the law invests him, it is a matter to be settled between him and the person who constituted him master; but that his act of violation is, as to the penal consequences, to be considered as the act of the owner. So, also, in *The Columbia*, (1 *Ch. Rob.*, 154,) it was held by Sir William Scott that the penalty of breaking a blockade attaches to a vessel by the conduct of the master, although the owner be ignorant of the blockade. The principle of that case was that, although the intention of the owner of the vessel may have been innocent, he will be penally affected by the misconduct of his agent, who has misused the trust confided to him, and that, in such case, the act of the agent, such as the act of a master in breaking a blockade, affects the owner of the vessel to the extent of the whole of his property concerned in the transaction. The same general principle was recognized by this court in the case of the Hiawatha, and by the Supreme Court on appeal in the same case. (2 *Black*, 635, 678.) Both courts held that the neutral owners of the cargo of the Hiawatha, though not cognizant of the blockade, were responsible for the act of the master of the vessel in violating the blockade. The Supreme Court affirmed the decision of this court, condemning both vessel and cargo, and declared that "the cargo must share the fate of the vessel."

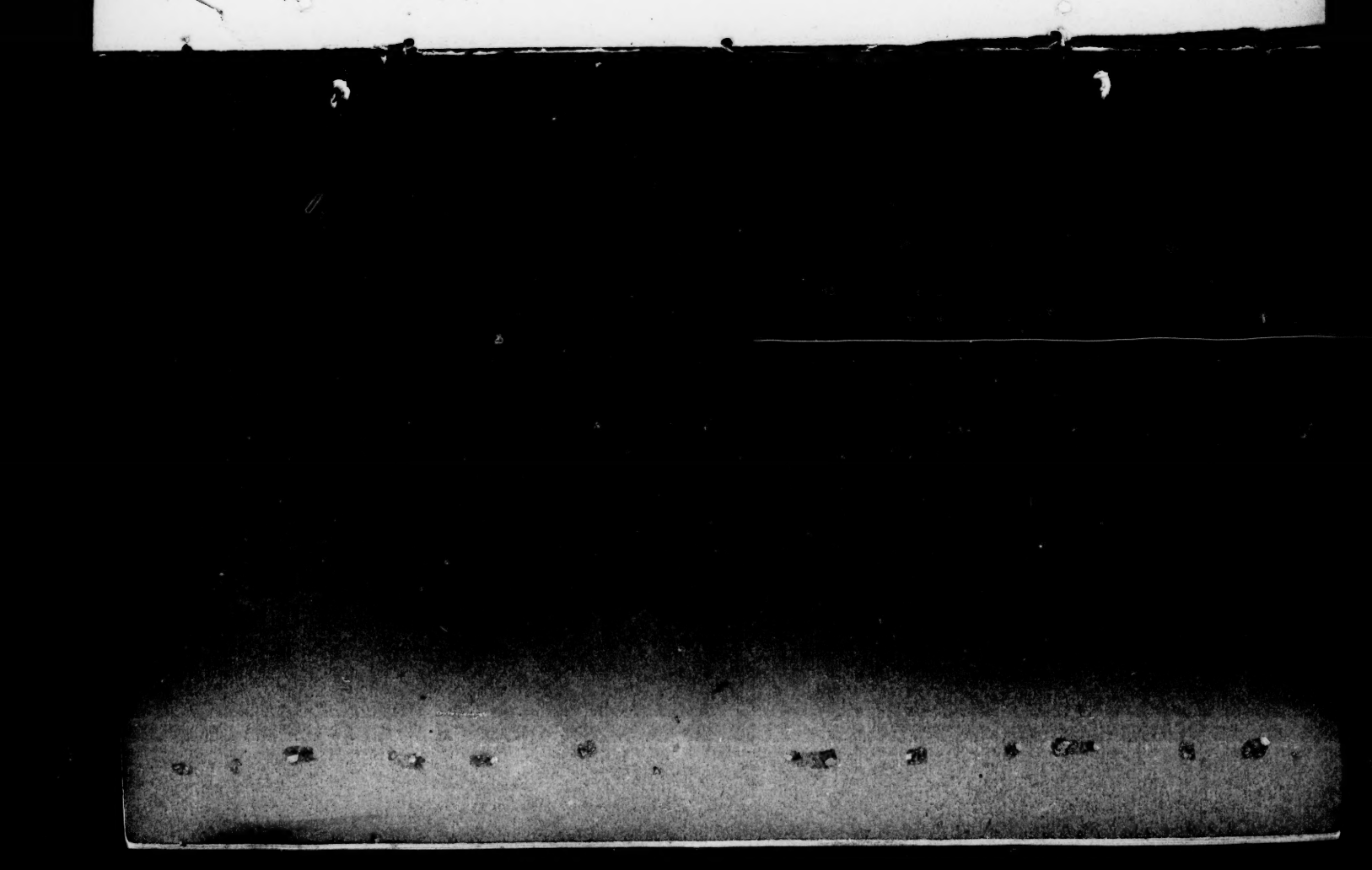
The act of the master of the Springbok, in signing bills of lading of the character of those which he signed, and in sailing with a manifest giving no information as to the contents of his cargo, and in not carrying invoices giving particulars of the cargo, and then testifying to his ignorance as to what he had on board, can

be regarded in no other light than as a concealment of the real character of the contraband goods, so as to subject the vessel to condemnation, as the result of such fraud, when, under other circumstances, she might go free, even though the goods were confiscated. (*Mosely on Contraband*, 97, 98.)

It is well settled that, from the moment a vessel, having on board contraband articles which have a destination to a port of the enemy, leaves her port of departure, she may be legally captured; that it is not necessary to wait until the goods are actually endeavoring to enter the enemy's port; and that, the transportation being illegal at its commencement, the penalty immediately attaches. (*Halleck on International Law, chap.* 24, *sec.* 7, *p.* 573; *Wildman's International Law, vol.* 2, *p.* 218; 1 *Duer on Insurance*, 626, *sec.* 7; *The Imina*, 3 *Ch. Rob.*, 167; *The Trende Sostre*, 6 *Ch. Rob.*, 390, *note; The Columbia*, 1 *Ch. Rob.*, 154; *The Neptunus*, 2 *Ch. Rob.*, 110.)

There has been no application made to the court for leave to furnish further proofs, but an appeal to the Supreme Court was taken within ten days after the decree was made. Moreover, I do not think this case is one in which the owners of either the vessel or the cargo have so conducted as to entitle themselves to supply further proof. The conduct of the master, representing the owners of the vessel, was such, in affecting his ignorance or concealing his knowledge of the contraband articles on board, as not to justify the favorable consideration of the court towards the vessel; and the owners of the cargo are not parties to whom any such favor can be accorded. The privilege of further proof is always forfeited where there has been any deception or fraud. (*The Eenrom*, 2 *Ch. Rob.*, 1.)

The vessel and the cargo must both of them be condemned.



THE SPRINGBOK AND CARGO,

vs.

THE UNITED STATES.

LEADING CASES,

***Which have been considered as connected with the term* Continuous Voyages.**

CHARLES EDWARDS,

Advocate for Claimants.

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1866.

THE SPRINGBOK AND CARGO,
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Leading cases which have been considered as connected with the term Continuous Voyages.

1. THE THOMYRIS, EDWARDS, 17.

The *Thomyris* was seized under order of Council, 7th January, 1807, (Edwards, 3d page after p. 274,) which prohibited "trade from one port to another, both of which ports shall belong to or be in the possession of France or her allies, or shall be so far under their control as that British vessels may not freely trade thereat."

The article of barilla had been brought in the *Hannah* (Am.) from Alicant, Spain, and, touching at Lisbon, was simply transhipped to the *Thomyris*. No clearance; no Custom-House certificate to show duties paid.

It was a case for further proof. *Vessel was restored.*

There was a patent falsehood in a certificate which alleged barilla to be a production of Portugnese colonies.

Sir Wm. Scott said (p. 20): "I find difficulty in recon-
"ciling this representation of the matter with the account
"given in the examination in preparatory, where it is said
"the barilla was brought in lighters from on board an
"American vessel. Am I to suppose that the barilla was
"first landed, and then put on board the *Hannah* again
"for the purpose of being transhipped in lighters to the
"*Thomyris?* Such a circuitous mode of transacting busi-
"ness is not very intelligible; but taking the fact to be in

"some way or other as they have represented it, will such "a sale as this of goods not imported and transferred be- "fore anything that can be deemed an importation, for the "avowed purpose of being immediately sent off, break the "continuity of the voyage? It is clear, from the broker's "account contained in his certificate, that it was perfectly "disclosed to the seller or his agent that these goods, "which at the time of this sale had never been imported, "were to go *immediately* to *Cherbourgh*. He, therefore, "brings the goods from the enemy's country, without any "intention of importation on his part, and instantly trans- "fers them for the known purpose of conveying them to "another port of the enemy. The buyer purchases them "yet unimported from the enemy's country, and sends "them forward on his own account to a port of the enemy. "How far in substance does this differ from a sale on the "high seas where no Custom-House forms whatever would "have been interposed?

* * * * * *

"A certificate is exhibited by which some merchants at "Lisbon attest 'that to any ship coming from foreign ports "shelter of the cargo is allowed, and that under such shel- "ter goods are sold for re-exportation.' Goods, then, are "sold for this purpose of being carried away *not under im-* "*portation* but *under shelter*. There is, in fact, neither "import nor export, but the State raises upon the com- "modity a transit duty without either the one or the other. "This is no breach of the continuity of the voyage; if per- "mitted, it is clear that there would be no means of pre- "venting an universal evasion of that order which prohibits "the trade between the ports of the enemy."

2. *The Mentor*, Edwards, 207.

Vessel ostensibly bound to St. Sebastian's, in Spain, or to some other permitted port in that country. She was captured in a situation *inconsistent with such a destination;* and the question was referred to the Trinity masters for their opinion. The captain *admitted he had deviated, but stated, in an attempt to excuse, that his course was altered on the appearance of the frigate by which he was pursued*

and taken, as he had received orders from his employers not to speak any vessel during the voyage.

The Trinity masters were clearly of opinion that this vessel was not pursuing her course for St. Sebastian's, and the ship and cargo were consequently condemned.

3. *The James Cook*, Edwards, 261.

Professed destination to Tonningen; but captured west of Kickdown, at the entrance of the Texel, which was under blockade.

The captain's account *said nothing of the situation of the vessel at the time of the capture.*

He *sent a letter* on shore by a Dutch fishing vessel *a few hours before the capture.*

He *denied he had a signal flying for a pilot, although the fact appeared upon the log.* "The log," observed the Court, "speaks a language extremely indicative of an intention to enter a Dutch port; it appears that they approached the coast of Holland the day before, and, from that time, kept as close into land as possible. I must observe that if it were necessary that a ship going to the northward should make the Dutch land so far to the southward of the Texel, she could not be permitted to sail close along the shore, as there can be no doubt that advantage would be taken of the facilities which such an opportunity would afford. The fact is, she continues, as the phrase is, to hug the coast; she lies to in the night, and—as the two mariners say—they heard the master declare 'in order that they might not overshoot the Texel.'" * * * "The ship is captured in a place where the fact is conclusive against her."

4. *The Immanuel*, 2 C. Rob., 197.

Matter touching colonial trade and the principle of war, 1756. The vessel, an asserted Hamburg ship, was taken on a voyage from Hamburg to St. Domingo, having touched at Bordeaux, where she sold part of her goods brought from Hamburg, and took a quantity of iron stores and other articles *for St. Domingo.* Besides a question of property, the main point was, whether a trade *from the*

mother country of France to St. Domingo, a French colony, was not an illegal trade, and such as would render the property of neutrals engaged in it liable to be considered as the property of enemies, and subject to confiscation?

It was denied that St. Domingo was to be considered, in its then state, as a French colony.

Further proof.

Permission given to both parties to produce information as to the state and condition of St. Domingo.

Sir William Scott himself eventually put the principal question in the case: "Whether neutral property engaged in a *direct* traffic between the enemy and his colonies is to be considered by this Court as liable to confiscation?

His Honor, finding this direct traffic, condemned the goods taken in at Bordeaux, but released the vessel.

5. *The Rosalie and Betty*, 2, C. Rob., 343.

The only question was one of property. Ship claimed by a party in Embden and the cargo by another residing in Hamburgh.

The vessel was taken on a voyage from the Isle of France, as asserted, to Hamburg. The Court was of opinion that the question as to the legality of trade did not arise, as the cargo, being intended for the port of the owners of the cargo, was entitled to the favorable construction of an order of council, which permitted the trade of neutral vessels from the colony of the enemy to their own ports.

The cargo was put on board in a French port of the East Indies, being the proceeds of a cargo put on board in a French port in Europe, not in return for any cargo sent from Hamburg to Bourdeaux, but as an original shipment in a French port to be delivered at the Isle of France.

The inquiry was, to see (p. 344) whether the property did, *bona fide*, belong to those who were ostensibly represented to be the proprietors.

The Court observed that the case "sets off in a manner attended with much suspicion."

The vessel was lying in a French port when there was an alleged but very questionable sale; and the Court came to the conclusion that there were French interests concerned in the cargo from first to last. (p. 348, *et seq.*)

The Court in no way decided the case in connection with any principle attaching to continuous voyages "the destination must be deemed dissimulated." (p. 349.)

6. *The Nancies*, 3, C. Rob., 82.

Colonial trade. Captured on a voyage from Surinam, according to the papers, "for Cowes and a market." The ship was taken near Dungeness, ostensibly and according to the master's account to Altona; but, as it clearly appeared, bound to *Amsterdam*.

Although the voyage was represented to have been "for Cowes and a market," a paper brought in showed an erasure of the word *Amsterdam* and that the words "a market" had been put in.

There had been further proof and additional further proof. Letters finally produced, clearly showed the destination to be *Amsterdam*.

And the master had passed and *never touched at Cowes*.

The Court expressed itself satisfied, beyond a doubt, that the original voyage was to Amsterdam.

7. *The Franklin*, 3, C, Rob., 217.

Cargo of hemp and iron, going ostensibly to Lisbon; but *actually to Bilboa in Spain*. Ship taken when she was "*palpably out of her proper course*;" and in a direct course towards one of the Spanish ports in the Bay of Biscay, on this side of Cape Finisterre." "This vessel," the Court says, "was going, as it is asserted, to the south of Cape Finisterre to Lisbon from the British Channel. On such a voyage, the great object would be, as every person must observe upon looking at the map, without the smallest degree of nautical experience, to keep far enough out to weather Cape Finisterre, and then stand to the east; instead of that, this ship had ingulfed herself deep in the Bay of Biscay and was steering East *directly for the coast of Spain*." * * * "A case has seldom occurred in which a master, found out of his course, did not attempt to set up some excuse; in the present case, no such attempt is made." * * * "I am satisfied, on the facts of this case, that it was the plan of this voyage to carry the

ship fraudulently, under a false destination, into a Spanish port; no explanation having been offered, the present evidence must be taken to be conclusive."

8. *The Maria*, (*Jackson*), 5. C. Rob., 365.

As to a continuous voyage in the colonial trade of the enemy. It contains a review of former cases.—*The Essex*, *Enoch*, *Rowena*, *Respect.*

The question was, as to the vessel, which had gone to Havanna, and thence to New Providence, and refitted and taken same cargo and other goods, and was proceeding to Amsterdam. Two questions,—1st, whether the goods were liable; and 2nd, the ship.

The Court, (p. 372).—"There are no letters or writings as in the *Essex*, *Orne*, purporting an original intention to send on. There is no charter-party as in the *Enoch*. There are no instructions, disclosing a course of similar voyages to Amsterdam, as in the *Rowena*. The former voyages are clear of suspicion; and I think there is something in that fact, and that it is but just that the presumption, from former habits, which weighs unfavorably in some cases, should have its due weight on the other side. It is, indeed, the very purpose of the seventh interrogatory, to illustrate what is obscure in the transaction, immediately before the Court by former habits. The present case is distinguishable, also, in another point of view, that the destination is not to the mother country of the colony. I do not say that the rule of law would be different on that account, but as evidence of intention it is *something;* when the *portus ad quem* is not a port of the country to which the colony belongs, and is itself a place af great general trade, there is not the same preponderance of evidence, the proof of intention is slighter, I will not say how much slighter, but it is a circumstance to be taken into consideration in forming a judgment on the whole case.

Restitution decreed..

9. *The William*, 5. C. Rob., 385.

Question on the continuity of a voyage in the colonial trade of the enemy.

Ship taken on a destination to Bilboa, in Spain. She had gone to Martinique, where the westward cargo was dis posed of; then proceeded to La Guira, and took on board cocoa, which was brought to Marblehead, (Massachusetts), and unloaded;--repaired, and again took on board the chief part of the former cargo, with some sugars brought from Havana in other ships, and purchased by the owners, and sailed on a destination to Bilboa.

On appeal, the Court had reversed a decree of condemnation, pronouncing the cargo, *except the cocoa*, to have belonged as claimed; but directed further proof of the importation of the cocoa into and from Marblehead. The question Sir William Grant observed, was: whether that part of the cargo which had been the subject of further proof, and which, it was admitted, was at the time of capture going to Spain, was to be considered as coming directly from Laguira, within the meaning of his Majesty's instructions.

The Court decreed the leaving of the cocoa at Marblehead, with its attendant circumstances there, as not making a perfect and *bona fide* importation.

10. *The Maria* (Monses) 6 C. Rob., 201.

Related to inland navigation and the blockade of the Weser Cargo sent from Bremen in lighters to the Jade to be shipped for America, under a charter party made at Bremen. The vessel had gone from the Weser to the Jade in ballast; taken her cargo; sailed; and, was captured in the north sea.

The Court considered that, strictly, the goods were subject to condemnation as having been conveyed through the Weser; but looking at the severe situation in which the commerce of Bremen was placed by the blockade of the Weser, the penalty was waived.

11. *The Charlotte Sophia*, 6, C. Rob., 201.

The whole of this case is in a note of six lines to the *Maria*, (supra) and was of like character of internal navigation; but the cargo was condemned as being shipped for Spain.

12. *The Ebenezer*, 6, C. Rob., 350.

A Prussian vessel, with wines and brandies taken on a voyage from Embden to Antwerp. Bills of lading described the cargo to have been laden at Embden, whereas, it came out in the depositions of the witnesses "that the wine and brandy *had been brought immediately from Bourdeaux* and had not been unladen, but had sailed again in three days with a new clearance to Antwerp."

The Court took hold of this case through the rule which it had already laid down: That the carrying on the coast trade of the enemy with false papers subjected the property to confiscation; and, considering the voyage to have been one from Bourdeaux to Antwerp, condemned the cargo; but the ship had been restored.

The king's advocate prayed the Court to pronounce against the claim of freight and expenses.

The Court: I shall not do that, because it is possible that the owner of the ship might not be cognizaant of the the intention under which the original destination was continued. Freight and expenses given.

13. *The Charlotte*, 6 C. Rob. 386, note (*a.*)

The vessel's destination was, according to her papers, from America to Madras and a market in India. Her cargo was pitch and tar, which, instead of going to the East Indies was taken into the Cape of Good Hope a short time prior to the capture of that settlement by the English forces. The chief part of the cargo had been sold to the Dutch government. On the surrender of the Cape the vessel and the goods on board were seized and a bond taken to abide adjudication on the value of the proceeds of the cargo sold to the Dutch government. The Admiralty Court there condemned ship and goods on board belonging to the owners, as implicated in the act of carrying contraband to a settlement of the enemy with false papers which would affect even the returned cargo. But the home tribunal held the proceeds of that part of the cargo which had been delivered and had not been subject to seizure

to be not amenable to the jurisdiction of the Court, and dismissed that part of the case.

14. *The Lisette*, 6 C. Rob. 304.

The ship was taken on a voyage from Tonningen to Malaga, but accompanied with the fact that she had gone from Hamburgh to Tonningen under a charter party formed at Hamburgh for this ulterior voyage and had there taken on board the cargo which was brought from Hamburgh in lighters.

The Court considered that, on the principle in the case of the *Charlotte Sophia*, (*supra*) both ship and cargo were condemnable; but as the blockade which would have affected her had ceased prior to capture, the vessel could no longer be considered *in delicto*.

15. *The Margaret*, 1 Acton, 333.

A mere question whether a return cargo was to be condemned, it being bought with avails of gunpowder, tar and other contraband articles conveyed to the Isle of France, a colony of the enemy, through the means of false documents and suppression.

16. *The Ocean*, 3 C. Rob., 297.

The question on the blockade of Amsterdam, respecting a cargo shipped for America at Rotterdam—shipment ordered at Amsterdam, as a shipment to be made there, subsequent to the date of the blockade of that place, but previous to the blockade of the ports of Holland. It was argued that, in the intention of the claimants, it was to be an exportation actually from Amsterdam, and that in effect the trade was the same, as the goods were ordered and purchased at Amsterdam, and were to be considered as part of the commerce of that place.

The Court, however, was inclined to consider the matter favorably as an exportation from Rotterdam only, the place in which the cargo became first connected with the ship; and ended by saying: "If the exportation of goods from Rotterdam was at this time permitted, it could in no degree be vitiated by a previous inland transmission of them from the city of Amsterdam." Restored.

17. *The Stert*, note to the last case, and *S. C.* 4 C. Rob., 65.

The same principle as above in *The Ocean*, was applied to goods appearing to have been ordered at Amsterdam, on the part of neutral merchants, with an original purpose of sending them on to London, but sent according to directions, in the first instance, from Amsterdam by an inland canal navigation to Embden and thence shipped for London. Restored.

18. *The Baltic*, 1 Acton, 25.

Alleged American ownership of vessel. Cargo *falsely described*, shipped at Philadelphia. There was a continuous voyage with these goods *from an enemy's port to an enemy's colony and for account of enemy merchants* residing in Bourdeaux. Shipped when the vessel had another name, *The Hazen*. The whole inference was that the whole voyage was undertaken in France, and the proceeds of the outward and return cargoes were solely to be appropriated to the use and profit of the enemy's shippers.

19. *The Joseph*, 8 Cranch, 451.

Everything in this case showed that the voyage was from Boston to Liverpool and north of Europe, and thence to the United States. The vessel *had knowledge of war between Great Britain and the United States at St. Petersburg;* but, notwithstanding this, she took cargo *to London;* wintered in Sweden; and sailed *under British convoy* (to London) with cargo. Sailed in ballast *under British register* for the United States. Captured near Boston lighthouse.

It was admitted by the claimants that the going from St. Petersburg to London was not undertaken as a new voyage but only as subsidiary to the voyage to the United States. As the Court said, "It was, in short, a voyage from St. Petersburg to the United States by the way of London, and, consequently, the vessel, during any part of that voyage, if seized for conduct subjecting her to confiscation as prize of war, was seized *in delicto*."

N. B.—It will be seen that none of the above cases have any affinity to the *Springbok;* and, consequently, the principles which cluster around them cannot attach to a vessel which has but a single destination (*not yet reached*) and that an ultimate one.

Also, that all cases connected with the term "continuous voyages," show clearly by name and names (of ports) on board or through witnesses, *in preparatorio*, the positive ultimate fraudulent destination, or, what is equal, the fact that the vessel was grossly out of her course, and going direct to such positive, ultimate, fraudulent destination.

CHARLES EDWARDS,
Advocate for Claimants.